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U. S. Congress. Joint select committee on affairs of  
" the District of Columbia

# REPORT

OF

THE JOINT SELECT COMMITTEE OF CONGRESS AP-  
POINTED TO INQUIRE INTO THE AFFAIRS  
OF THE GOVERNMENT OF THE  
DISTRICT OF COLUMBIA;

TOGETHER WITH

THE JOURNAL OF THE COMMITTEE, ANSWER OF  
THE GOVERNOR, CHARGES, ARGU-  
MENT, AND TESTIMONY.

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## TESTIMONY.

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SATURDAY, *April 18, 1874.*

The committee met pursuant to adjournment.

The journal of yesterday's proceedings was read and approved.

C. E. EVANS sworn and examined.

By the CHAIRMAN:

Question. Mr. Evans, I am directed to make some inquiries of you in relation to your work. You were a contractor, I believe, in this city?—

Answer. Yes, sir.

Q. You had the contract for the work around P-street circle, had you not?—A. Yes, sir; for the concrete, and, I believe, setting the curb also.

Q. Did you use the gutter and cobble stone on Connecticut avenue in doing your work; that which you found upon the street there?—A. I do not know that I understand your question.

Q. It is stated here that all the gutter and cobble stone on Connecticut avenue, from K street to the boundary, were used by you or your company in doing this work; is that true or not?—A. I do not know.

Q. Did you personally supervise this work?—A. No, sir.

Q. Who did supervise it?—A. I had superintendents at the head of three different departments. I was absent the most of my time from the city. I will say, however, that if we used any stone I have no doubt it is charged to us by the board.

Q. Did you use any of the gutter-stone around P-street circle?—A. I cannot say.

Q. Did you use any of the gutter-stone on Massachusetts avenue?—A. I do not know.

Q. Had you any controversy in relation to the work around P-street circle with John O. Evans; and, if so, what?—A. None whatever, that I can now call to mind.

Q. Was there any contest between you and John O. Evans as to who should do that work?—A. No, sir.

Q. Did you have any difficulty with John O. Evans in relation to any work?—A. None whatever; none that I can now remember.

Q. Did you have any stone-crushers?—A. Yes, sir.

Q. How many?—A. Five.

Q. Did you crush the stone taken from I, between Fifteenth and Seventeenth streets?—A. Yes, sir.

Q. What did you do with them?

The WITNESS. After I crushed them?

The CHAIRMAN. Yes, sir.

A. I presume, of course, they went on the streets for macadamizing, though I bought those stone of the Government.

Q. Do you remember the extent of your contracts with the board of public works?—A. Not definitely; I do not.

Q. Do you remember the aggregate?—A. Somewhere near a million of dollars, I think. That is not definite; it is only from my recollection.

Q. Did you have any partners in your work?—A. Yes, sir.

Q. Who were they?—A. Thomas J. Fisher, of New York, had an interest in the work with me.

Q. Any one else?—A. No, sir; but some of my employés to whom I promised an interest in the earnings on certain conditions.

Q. Did any one else share the profits with you in any way?—A. No, sir; there has been no profits to share.

Q. Did you contribute any portion of these earnings to any person whatsoever?—A. No, sir.

Q. Or promise to do so?—A. None but to the parties I have named.

Q. Mr. Fisher and your employés?—A. Yes, sir.

Q. Did you ever have any conversation with any member of the board of public works in relation to the distribution of profits?—A. No, sir; you are speaking of the profits of my work?

Q. Yes, sir; on contributions arising out of your contracts.—A. No, sir; not that I can now call to mind.

Q. You never had any arrangement with any person for a contribution except your partner, Mr. Fisher, and your employés?—A. I think there is one exception to that, sir.

Q. Will you state that exception, if you please?—A. And yet that was an employé. It was not a member of the government. I was to give an employé—another employé—a certain portion of the profits on a few blocks of pavement; but that was really an employé.

Q. An employé of yours?—A. Yes, sir.

Q. Was he an employé on the work?—A. No, sir.

Q. What do you mean by an “employé?”—A. Well, it was a man who undertook to settle my accounts with the board, I being absent meeting a Representative here. There was no member of the board had anything to do with that, nor anybody but this one party that I know of.

Q. He was to settle your accounts? You employed him to settle your accounts with the board?—A. That was part of his duty, to settle my accounts.

Q. What was the balance of his duty?—A. That was all of his duty.

Q. Was that after the work was done?—A. No, sir; while the work was in progress. That was only part of the work also.

Q. Who had the management of your work there?—A. My work was divided off in departments—the laying department, mixing preparation of material and laying upon the street, was, for the most of the time I was here, under the charge of Mr. Sumner Bullard, of Brooklyn.

Q. Who had charge of your books?—A. Mr. H. W. Mitchell.

Q. Who had charge of your payments?—A. Mr. Mitchell—my payments to my employés and everything here in the District.

Q. He was your business manager?—A. No, sir; I called him my clerk and cashier.

Q. He drew checks?—A. Yes, sir; on the bank.

Q. And made settlements?—A. In the District; yes, sir. That is, he made settlements, except in New York, where I purchased materials.

Q. Did he continue in your employ until the end of your work?—A. He did.

Q. Where is he now?—A. I think he is on the sea, between here and



Portland somewhere. He started by a sailing vessel. He was summoned here, and in attendance for some time before your committee.

Q. Do you refer to him in your statement in relation to accounts? You say you agreed to pay a portion of your profits to somebody. Do you refer to him?—A. No, sir.

Q. To whom do you refer?—A. I refer to Mr. W. W. Warden.

Q. An attorney here?—A. I believe that is his—I do not know that he is an attorney.

Q. Mr. Worden was to settle your accounts with the board of public works?—A. Yes, sir.

Q. Was Mr. Mitchell still in your employ at this time?—A. Yes, sir.

Q. What was your contract with Mr. Warden?—A. An interest in three or four blocks of pavement, which I was to give him.

Q. What blocks?—A. On K street. If I remember correctly, they were between Third and Seventh or Fourth and Seventh.

Q. How much were you to give him?—A. I agreed to give him all the profits above the actual expense of laying the pavements.

Q. For what?—A. Well, sir, he was to settle my accounts with the board.

Q. For that particular work?—A. For that particular work.

Q. Had he anything to do with any other work?—A. Well, for all my work. O, any interest in any other work?

Q. No, sir. You say he was to settle your accounts with the board for this particular work?—A. No, sir; he was to settle my accounts with the board, and I was to give him this interest in this particular work.

Q. He was to settle your accounts with the board for all the work done by you?—A. Yes, sir.

Q. Was that a wooden pavement?—A. Concrete.

By Mr. THURMAN:

Q. Where does the wooden pavement begin on K street?—A. I do not recollect.

Governor SHEPHERD. It begins at Ninth, and runs west. The concrete is on the east side, and runs to Third.

Mr. THURMAN. From Ninth to Third?

Governor SHEPHERD. No, sir; from Seventh to Third. The reservation there fills up the balance.

By the CHAIRMAN, (to the witness:)

Q. Have you had a settlement with the board of public works?—A. No, sir; I have failed to get one as yet.

Q. You failed to secure the settlement with the board?—A. Yes, sir.

Q. Have they paid you for any portion of your work?—A. Yes, sir.

Q. What portion?—A. I think they owe me about \$100,000 balance.

Q. An unsettled balance?—A. Yes, sir. If you will allow me, sir. I am speaking—it is a sort of guess-work. I worked in the District here at arm's-length. I was in New York, and worked through employés.

Q. You say you were to give Mr. Warden an interest in four blocks or three blocks?—A. It is the work done on K street. I really cannot remember whether it was three or four.

Q. What were the profits upon that work?—A. I cannot tell you now, sir, only by approximation.

Q. Well, that will do?—A. Probably somewhere between \$3,000 and \$4,000. Those are estimated figures.

By Mr. WILSON :

Q. Who is Mr. Warden ?—A. I cannot tell you, any further than that he is a citizen here, I understand.

Q. What is his occupation ?—A. He told me that he was an attorney ; a sort of general agent ; a press reporter.

Q. A press reporter ?—A. Yes, sir.

Q. Do you not know him as a correspondent of newspapers in this city ?—A. Only through his own—not in the city.

Q. Not a correspondent of the city newspapers, but a correspondent in the city of newspapers ?—A. He so informed me ; that is all I know.

Q. How long have you known him ?—A. I think I met him first in New York early in July last, to the best of my recollection.

Q. That was the first time you saw him ?—A. Yes, sir.

Q. How often have you met him since then ?—A. It would be impossible to tell ; a great many times.

Q. What time did you make this contract with him ?—A. I think it was early in October ; possibly the latter part of September.

Q. How frequently had you seen him prior to the time you made this contract with him ?—A. Not very frequently.

Q. How came you to select him as the party to make your settlement with the board of public works of all your contracts ?—A. I would like to make a statement first before I answer that question. My statement is this : That I have now a suit pending against Mr. Warden for embezzlement ; that is the polite word given to it, I believe ; and I am advised by my lawyer to request the committee not to ask me to disclose all the facts about this case of Mr. Warden for fear that it will seriously injure me in my suit, by advising him of my whole line of action.

The CHAIRMAN. We will take your statement privately. We desire to do you no harm, sir.

The WITNESS. I do not know that there would be any objection to that. I do not like private consultations, as a general thing.

Mr. WILSON. We want to get at the facts and we do not want to do you any harm in getting them. It is simply, for your benefit. We shall have to get the facts, and if you prefer to give them in private, rather than in public, we have no objection.

The WITNESS. I prefer to give them to the committee in private.

[The committee then retired with the witness to the adjoining room.]

The committee having returned to the committee-room, the chairman said :

We will state to counsel that, on consultation, it was thought best by the committee, as well as by the witness, that whatever statements he should make should be made in open committee, so that no testimony has been taken by the committee, nor any question put to the witness touching this matter while we have been in the other room.

The WITNESS. I would like the chairman to give the reason for that.

The CHAIRMAN. Mr. Evans states that he prefers, if his testimony is to be taken, that it shall be taken publicly ; if we are to use his testimony at all he desires it to be given publicly.

By the CHAIRMAN :

Q. How came you to select Mr. Warden as the party to make the settlement ?—A. I think it was mainly from long importunity on matters between him and myself, or rather on his part—importunity on his part ; mainly and principally that. Mr. Warden represented to me that he had a great deal of influence, and understood that there was great difficulty between me and the board, and a number of times—in-



numerable times—came to me holding up his great influence, and all that sort of thing; and this was the result of those conferences, mainly.

By Mr. WILSON:

Q. With whom did he profess to have this influence?—A. He professed to have influence with almost everybody in the District; but he specially said that he had influence with, as he called them, “Jim Magruder and Alec R. Shepherd.”

Q. Did you have any conferences with any other persons than Mr. Warden with respect to whether he had this influence or not, or had any influence with those parties?—A. Only with the gentleman who introduced him to me or me to him, in my office in New York, in July last, in relation to the influence he had.

Q. Who was that party?—A. That was Mr. ————, a newspaper reporter, whose name does not just come to me now. He was a young man, with whom I got acquainted here. Mr. Copeland, I think, is his name. A small, short gentleman—a very nice gentleman.

Q. After the interview in New York were you often in Washington?—A. Yes, sir; I think as often as once every ten days.

Q. Did you make inquiries here in relation to Mr. Warden and his relations to the parties with whom you were dealing in this city?—A. I do not think that I made any inquiries, sir. I cannot call to mind that I did.

Q. Then you wish to be understood that upon the statements that were made to you by Mr. Warden and Mr. Copeland you entered into an arrangement with Mr. Warden, by virtue of which he was to settle your accounts and get the profits on this work as a compensation?—A. Mainly so.

Q. Mainly so?—A. That is to say—will you let me tell this in my own way. You ask me questions.

Q. I will be glad if you will give me the whole story.—A. Well, it is very short. To tell you the whole story of the relations between myself and Mr. Warden would perhaps take a long time, but I can condense it, for all material points, to a very few words, if you will allow me. Mr. Warden represented himself to me at that interview as the head, or chairman, or president, the general head of the press association of the city—of the newspaper correspondents in the city. I do not remember the exact words he used, but the impression he left on my mind was that he was the principal man among the newspaper correspondents here. I think—I am satisfied—that I am not doing him any injustice in this statement. He was going to obtain a contract for me. He was very earnest to obtain for me a large contract of over 500,000 yards of pavement, and wanted me to give him an interest in that. He thought at first that he ought to have a dollar a yard interest. I am not certain whether it was Mr. Warden who mentioned the dollar a yard, but somebody did to me. I think it was he. He never obtained that contract. Time after time he wanted me to go and see the governor. He had it all arranged. I stayed away from the governor. I avoided the governor on this subject. I never asked the governor, or any member of the board of public works, for a contract on Mr. Warden's account, to the best of my knowledge. I did, however, some time in September, 1873, say to Mr. Warden, “If you can procure me a contract for concreting the streets immediately adjacent to my works, where the haul from the works to the street will be short, I will give you a very liberal interest in those.” He asked me to name the streets. I did so, on a piece of paper. In my presence he

wrote a letter, which he read to me, to the governor, asking him for a contract for the Evans Concrete Company on those streets. I do not know that he sent the letter. After that he repeatedly assured me that everything was right; that the contract was right; that he only had to apply for it to get it; and that I could have until the end of 1874 to lay it in. I think it was the end of 1874; some time in 1874; I would not be positive about the time in 1874. I still stayed away from the governor and from the members of the board of public works, and had nothing to say to them on this subject. He informed me that he had made repeated appointments with me to meet Governor Shepherd, both here and in New York. One morning, I think it was in October, as I was going up to the governor's office to see him in reference to the settlement of my accounts, he met me and went up with me. "Now," he says, "we will fix this; everything is right; I am going to get that contract." He went in ahead of me and saw the governor a moment, or a very short space of time. I followed him in. Mr. Shepherd turned to me and said very distinctly, "Evans, I will give you no more contracts until you finish your work." I think those were the words. He complimented me on that occasion by saying that I was the best man on promises that he ever met, and the slowest on performances.

Mr. HARRINGTON. The great American promiser.

The WITNESS. He and Mr. Warden had a still further conference on the subject; but I did not get the contracts; I did not apply for them; Mr. Warden did not obtain the contracts, to the best of my knowledge.

By Mr. WILSON:

Q. You have no knowledge of the contracts ever having been awarded to you?—A. None, sir; and I never applied for them, to the best of my knowledge. The governor had said to me, "Whatever interest you may have, or Warden is going to have with you, let it apply on K street; that little work I gave you on K street; you can do something for him there," or some such general remark as that. I thought I was obliging the governor. I have since found reason to believe that I was not. I agreed to give him that interest, but I said, "For that you must go to work and settle those accounts of mine with the board."

Q. You said that to Warden?—A. Yes, sir.

Q. In the presence of the governor?—A. No, sir; I think not. I had nothing whatever to say to the governor. I believe I did protest, and said I did not make any money, or much money, and did not want to divide up, or something like that. I said nothing to the governor on that occasion or any other occasion that I can now call to mind in reference to Mr. Warden, or to the contracts, or to my relations with Mr. Warden, or the pay I was to give him. As I came out from that conference, however, I said to Mr. Warden, "Now, this whole thing has ended in giving you an interest in that work, and you must go to work and do something for it. I had at that time a requisition for \$60,000 before the board. After a long conference between the governor and Mr. Lay, the auditor, the governor approved my requisition. I think I went at once with that approved requisition to see the treasurer, Colonel Magruder. He put me off so many days that I turned that over unto Mr. Warden's hands for settlement, and he obtained auditor's certificates on it, and ultimately, I believe, sewer-certificates for the auditor's certificates; for the most, if not all of them. For that I told him I would give him \$1,000 additional, which I did. I subsequently gave him \$1,000 more, either in sewer-bonds or auditor's certificates, I cannot tell which. I think that is correct; \$5,000 in all. At one of my visits here, shortly

after that, Mr. Warden called my attention to the fact that a party who was suing me was about to issue some sort of a process on the board to stop any further payments to me, and, if my memory serves me correctly, (and I would like to reserve the right to correct this, after looking at my papers,) he suggested that I at once give him an order, as my agent, for \$20,000, and every body else whom I owed—anybody whom I owed anything to in the District, or any friend I could trust with orders, and to put them in his hands, and he would go down before this attachment was served and get them entered on the board, so as to prevent this attachment from annoying me. I think that was the occasion of my giving him the order for \$20,000, to the best of my recollection. I said to him, "I do not want you to collect this," and he replied, jocularly, "there was no fear of it; but if I do collect it, I will hold it subject to your order." Some time along about the middle of January, I think, I telegraphed and wrote him—at all events I wrote him—either telegraphed or wrote him—to send the order to me. He replied, much to my surprise, that the order was his, and not mine, and that I so understood it, and refused to give it. On receipt of his letter I revoked the order on the board, giving Mr. Warden the right to represent me with the board, and replied to his letter stating my surprise that he should claim my property, to dispose of it without my consent. That is about the result of my connection with Mr. Warden.

Q. Do you know whether Mr. Warden got that twenty thousand dollars or not?—A. I do; he did get it; he got the auditor's certificates for it.

Q. Do you know what he has done with these certificates?—A. I do not.

Q. Do you know whether the money has been paid on those certificates or not?—A. I do not think it has. My attorney has issued some sort of process to prevent the money being paid on the certificates.

Q. How long since that was done?—A. I cannot tell the date, but I think somewhere about a month ago. I may be mistaken about that; I advised my attorney to get it at once. Will you let me say also, that I learned subsequently that ten thousand dollars of auditor's certificates was paid to Mr. Warden in December, I think about the middle of December, so that my order to revoke that order of his would only have stopped any way, ten thousand dollars?

Q. He did receive ten thousand dollars?—A. Yes, sir; that was the first I knew of that.

Q. What was the nature of the controversies between you and the board which made it necessary for you to get somebody to assist you in making settlements with the board?—A. I think the principal controversy was that my accounts had not been properly attended to by my representatives. Bills had not been rendered, measurements had not been given in, and other contractors had their measurements and bills given in properly. There was a good deal of uncertainty as to what I did. It had not properly come before the board. That is my impression about it.

Q. Was there anything between you and the board that was in dispute in reference to your work?—A. Only as to the quantity that I had done.

Q. That was a matter to be ascertained by measurements made by the engineer's department, was it not?—A. Partially so. Not wholly so, however. All the contractors had to do some work outside of their contracts, as I had to—extra work—additional work.

Q. Would not that be a matter that would come under the supervi-



ion of the engineering department of this District ?—A. Now, I cannot tell you that, sir. In my case, if it was to come under the engineer's department, it did not, and I was informed that I had neglected my duty in not presenting to the board bills for all such work.

Q. You say that there was a long conference between Mr. Lay, the auditor, and the governor in regard to some \$60,000 worth of work ?—A. That is the sum. I think it was \$60,000.

Q. Were you present at that conference ?—A. I was, part of the time.

Q. What was the nature of that conference ?—A. The governor wished to be thoroughly satisfied, so far as I understood it, that the board owed me ; as to the amount the board was indebted to me, and what amount of my work had been audited by Mr. Lay.

Q. Mr. Lay went over the books and examined them, did he ?—A. I suppose so.

Q. Was it determined from the books ?—A. Yes, sir ; I suppose so. I do not know that. I do not know how it was determined. He made a statement to the governor that there was so much due me on the measurements then in.

Q. Well, there was no occasion for the services of Mr. Warden to settle a matter of that sort, was there ?—A. There was an occasion for some one to be here in communication with the board, to have proper bills rendered.

Q. You were here yourself, were you not ?—A. O, no, sir. I was here semi-occasionally.

Q. I thought you were here when that conference was going on ?—A. That is the truth ; but it needed some one here, (doing the amount of work that I contracted to do in connection with the board,) it seems, about all the time.

Q. Now, what other employé did you promise profits to beside Mr. Warden ?—A. I promised conditionally—

Q. To whom ?—A. Profits of one eighth interest, to be divided equally between Mr. Bullard and Mr. Foote, of New York.

Q. What were the conditions ?—A. That they would faithfully, energetically, and economically administer their departments.

Q. They were employed in doing the work ?—A. Yes, sir.

Q. I mean, were there any other persons outside of these who were engaged on the work itself, who were employed by you for any purpose, other than Mr. Warden ?—A. No, sir ; I do not call to mind a single instance where there was.

Q. What is the name of this book-keeper that you say is now on the sea ?—A. Mr. Mitchell.

Q. You say that he has been here ?—A. His father told me that he had been in attendance here for some days, and at last got excused. His father shipped his furniture by a vessel down to Maine, and young Mitchell went with it.

Q. Where are your books in relation to your work in this city ?—A. I presume they are in his safe, but I don't know.

Q. Do you know when he will return ?—A. I have no definite knowledge as to that ; probably within two weeks.

Q. Did you ever at any time have any person engaged to assist you in procuring contracts in this city ?—A. No, sir.

Q. In what way did you procure your contracts ?—A. My first contract, in 1871, came after an application to the board for contracts, and after some members of the board had come to New York and examined work that I had done there.

Q. Since that time, how have you procured your contracts ?—A. I

think they have simply been assigned to me. I may, in some instances, have urged and asked for some extensions.

Q. What do you mean by saying that they have been assigned to you?—A. I have received letters from the board that a certain contract had been assigned to me, saying, "I want you to go to work within so many days and finish it."

Q. You mean awarded to you?—A. Yes, sir.

Q. Were they awarded without application on your part for contracts?—A. Well, now, I do not remember. It is possible I may have applied: and it is possible I did in some instances apply for an extension of contracts on streets.

Q. Did you make your application in writing or verbally?—A. Probably both, if I made any.

Q. Did you receive contracts on verbal applications?—A. I cannot tell you, indeed, now.

Q. To whom did you make these verbal applications that you speak of?—A. I generally went to the board. Sometimes I met Mr. Shepherd and asked him to extend my contract on a street that I was then working on—to let me go on.

Q. In these cases, where contracts were awarded or assigned to you without application, from whom did you get notice of the fact that the contract had been so assigned?—A. The notice came from the secretary of the board, I think.

Q. A notice in writing?—A. Yes, sir.

Q. Have you those papers?—A. They are with my papers.

Q. In the safe in this city?—A. Wherever they are, yes, sir. I suppose they have all been preserved. I do not know that.

Q. Did you ever pay anything to any person, directly or indirectly, in order to procure a contract?—A. Never, sir.

Q. Did you execute bonds for the faithful performance of your contract, and to keep the work in good order?—A. The arrangement in the beginning was that I should do that. I think it was lost sight of or overlooked. It was by me, until a great many of my contracts had been extended in the manner you have suggested, and they became so burdensome that I was asked to go and sign and furnish bonds on entirely new contracts; that is to say, to make out a new set of contracts and furnish bonds.

Q. When did that occur?—A. The bonds were really never properly presented to the board to this day.

Q. They have never really been presented to the board to this day?—A. No, sir.

Q. Just describe now, what has been done, and when it was done?—A. After repeated notices to me from the board to come forward and sign contracts and bond my contracts, at a conference with Colonel Cook, the attorney for the board, I told him frankly that I had lost so much money here, and the panic having come on, I was in no condition to get anybody to give such a large amount of bonds as was wanted, and that I did not like to ask it. The work was about all finished then. As I understood, all the board would really require would be bonds for keeping the work in repair. Colonel Cook told me that I could give bonds, but that I could give bonds in this way: If I would bring anybody from the East who was worth the money in real estate, or who could produce from the county clerk evidence that they were worth that money in unincumbered real estate, there would be no difficulty in the board accepting the bonds.

Q. Well now, how long ago was that?—A. That, I think, was last fall; some time in October or November.

Q. You say that your work at that time had been substantially completed?—A. Very nearly so. It was wholly completed early in December.

Q. Many contracts had already been completed?—A. Yes; most all of them.

Q. Had the money been paid or settlement been made for most of the contracts?—A. A large portion of the money had been paid; that is in what they call money here—certificates.

Q. Then the result of it all was, that your wife signed?—A. I was going to say, I brought my wife on with the certificates that I required, and delivered these bonds to Colonel Cook on his word of honor, pledged to me, that he would not deliver them to the board, until the board had assented that if they received these bonds, to keep nothing back on my account and to give me auditor's certificates on the balance. The board never having assented to that, keeping now, a large balance, as I think, for the faithful performance, as they claim, of my contract, the bonds if delivered to the board—and I do not know that they were regularly delivered—

Q. So that you only left them in his custody to be delivered upon a condition?—A. Yes, sir.

Q. Which condition has never yet been complied with?—A. No, sir.

Q. So that for your contracts there never has yet been executed any bond; any security?—A. Not unless that is called a security.

Q. Well, the committee will determine that. I do not ask you to express any opinion about that?—A. I would like to say this: I have said that my contracts here were from nine hundred thousand, probably, to a million of dollars; but a large portion of that was for work that required no bond. It was for setting curb, digging trenches, putting in lateral sewers; for excavating. A man does not require a bond after the work is done for excavating. I did a large amount of that; probably one-tenth of my work or more was for excavations.

Q. What proportion of all of your work was for that class of work? What proportion of all of your contracts was concrete?—A. I should think somewhere about four tenths.

Q. Four-tenths were for concrete.—A. Yes, sir.

Q. The balance for excavation and setting curbs?—A. Setting curbs and sidewalks, and putting in lateral sewers.

Q. What kind of sidewalks?—A. Brick and asphalt; both.

Q. You put in a good deal of asphalt sidewalk did you not?—A. I think somewhere about 8,000 yards, if I remember correctly, and several miles of brick.

Q. At what rate did you get paid from the board for this concrete-asphalt sidewalk?—A. I think it was \$1.35 a yard. That is my recollection.

Q. Are you quite sure that you never were paid at the rate of \$3.50 a yard for concrete sidewalk?—A. If we did I don't know it. I never knew it.

Q. If \$3.50 a yard has been paid for concrete sidewalks did you or not get the money?—A. I got the money if it was done by this company—the Evans Concrete Company. It just occurs to me, sir, that I did some work called concrete, that is, artificial stone. That may be to what you are referring.

Q. Where did you do that work?—A. On Connecticut avenue; one side I think it was.



Q. At what rate was that paid for?—A. I cannot answer that. I do not know. It was something between three and four dollars, I think.

Q. Did you do the concrete around P-street circle?—A. I did.

Q. Carriage-ways and sidewalk both?—A. I think I did the sidewalk; some of it I know I did.

Q. You say that you incurred great loss, in other words, that there were no profits here? What was the reason that there were no profits here on the work that you did?—A. I think there were two good reasons, probably three, the first is inefficient managers. My employes were, to a very great extent, inefficient. I only coming here as I could be spared from my railroad business, was a great objection.

Q. What next?—A. The next is that in the hurry of laying the pavement it could not be laid in as economical a manner. The grades were changed often after we got ready to lay the pavement, or sometimes: and in the change of grades I think there was money lost in that manner. The third was, that that portion of the work which we had to take pay for was paid in certificates, and we had to dispose of them at a large discount.

Q. What discount did you have to make to dispose of them?—A. All the way from forty-six to ninety cents—forty-six to ninety cents on the dollar, I mean to say.

Q. Forty-six to ninety cents on the dollar I understood you to mean. Now what proportion of your pay did you take in certificates?—A. I could not answer that; I do not know when away from my books; I should think fully half.

Q. Will you please state to the committee what material you use in laying and what it costs to put it down, where it is done in a proper manner, under proper circumstances, and without undue haste, giving a fair opportunity to the contractors to exercise proper economy?—A. A. Well, sir, the cost varies according to the localities.

Q. I am speaking of this city?—A. Even in this city the cost varies.

Q. Well, then, put it on the average. Take an average of localities.—A. We ought to lay it for \$2.55 to \$2.70 a yard actual cost. I have laid pavements that cost me over \$4.00.

Q. What are the ingredients of your pavement? I mean how is it made?—A. Of broken stone.

Q. What thickness?—A. It never ought to be laid less than six inches, but I have laid it four feet thick in this city.

Q. Is that the kind that would cost you \$4 a yard; why did you lay it four feet thick?—A. Because it would go out of sight as fast as we would roll it on the street. It was owing to the insecure foundation; that was especially so on G street, near the War Department.

Q. Well, I am not speaking of that class of cases.—A. There are a great many of them in this District.

Q. But I want to know what are the component parts of your pavement, and not what it costs to fill up a hole with broken stone. Of course, I do not suppose you could get at that very accurately.—A. No, sir; the main cost of the pavement is in the work or the labor. We use asphaltic oils in our binding agent, and should in all instances mix it with pulverized limestone, as that is the best material; that is, sandstone or limestone—some porous material capable of largely absorbing the oils and holding them. We first make a concrete road, practically. In no instance should that be less than six inches thick, rolled down.

Q. Did you make it in this city that thick?—A. I doubt if it was even less than that. It was never, to my knowledge. But if we were to find the ground soft, we must put stone in until we get the solid road,

regardless of amount. The solid road you must have to make a concrete face on it. Now, having a solid road and good foundation, we then mix two courses, and in some instances it is necessary to mix three courses, of fine gravel or broken limestone, pulverized limestone, or material suitable for absorbing oils and holding them in solution. These are firmly and solidly rolled down, each layer by itself, by heavy rollers, and tamped with street-tampers, where we cannot use rollers, as in gutters around corners, and traps. That is the process.

Q. What is the coating that goes over the top?—A. Asphalt and pulverized limestone; asphaltic oils.

Q. All of which, you say, cost from \$2.50 to \$2.75 per yard?—A. That is what it will cost providing—I could, for instance, lay a pavement in Richmond cheaper than here, because we have more limestone there. A large portion of my limestone, I found after I had made my contract, I had to bring from East River, New York. A large portion of my sand, when I could not get pulverized limestone enough, was brought from the Peekskill Hills of New York by the cargo. That made it cost me a good deal more than it would if that material had been nearer at hand. I can lay pavement cheaper in New York than I can here, because limestone is not to be bought here in quantities; nor can you get it pulverized in sufficient quantities.

Q. Did you entertain at all this proposition that was made by Mr. Warden or Mr. Copeland, of a dollar a yard?—A. I did not. I would have been wanting in common sense to do so.

By Mr. STEWART:

Q. You laid the pavement on Connecticut avenue?—A. Yes, sir.

Q. Have you been paid in full for that?—A. No, sir; not that I know of. You ask me if I have been paid in full for that?

Q. Yes.—A. A certain amount of money is kept back for all my work.

Q. How much do they owe you now?—A. I think over \$100,000. Somewhere between \$90,000 and \$120,000. I have not had a statement from the board, and cannot definitely say.

Q. What was it kept back for?—A. I understand it is kept back—Mr. Willard tells me—for security that I may keep these streets in repair.

Q. Take the pavement of Connecticut avenue: Do you think that is a first-class work?—A. I do not; not the surface. Connecticut avenue has a splendid, good, thorough foundation of broken stone and gravel, thoroughly rolled in. The man whom I employed at that time, but whose name I cannot call to mind—but they have him here as a witness—who thought I had a poor pavement, is the man who burned my material; he overheated it.

By Mr. HUBBELL:

Q. What did he do?—A. He burned my material. He heated it at too great a heat.

By Mr. STEWART:

Q. That is the trouble about the surface, that the material was burned?—A. Yes, sir.

Q. How as to the foundation?—A. I think the foundation is right. I intended then to have a good pavement.

Q. What do you propose to do about the surface?—A. It is cheaper for me to re-surface it than to give up what the board owes me.

Q. Well I hope they will retain something until you finish it.—A. I have no doubt they will.

Q. How much will it cost you to re-surface it, per yard?—A. Somewhere from fifty cents to a dollar; I cannot tell. I shall have to ascertain what I can get limestone for.

Q. Where have you laid pavements?—A. In New York and here. I would like to say, that my employes have told me that the Connecticut avenue road-bed was probably nowhere, between II street and the circle, less than 20 inches depth of stone. That is the report made to me by my employes.

Q. You did some work on Massachusetts avenue?—A. Yes, sir.

Q. That is a better surface, but do you call all of it good?—A. I have not seen it since some time in October. I wish the committee would bear in mind that I am away from here a large portion of my time, necessarily away, and my ignorance must be accounted for on that ground.

Q. What other portion did you do; on what other street; you have mentioned Massachusetts and Connecticut avenues; where else were your pavements?—A. On part of I street and Seventeenth street; on part of L street, M street, Rhode Island avenue, Fifteenth street, or Madison place; I believe they call it Fifteenth-and-a-half street.

Q. Did the same man do the work in preparing the material that did it on Connecticut avenue?—A. No, sir.

Q. I notice in some of these streets that you name that there is a smoother surface.—A. I think in every instance where the pavement has been bad it is because the material was overheated—burned.

By Mr. HARRINGTON:

Q. Was that man Abrams?—A. Yes, sir; that was the man.

Q. On the south side of the avenue?—A. In front of the White House we claim that he burned the pavement there.

Mr. STEWART, (to witness: ) You use limestone, and then the bitumen—the tar—is taken up by the limestone; is that the idea of your process?—A. We do not use tar, but asphaltic—Trinidad oils—anything that will absorb, and hold in solution these oils, is a good agent for a pavement.

Q. Is it not better to take the natural stone, the Neufchatel, and such as they have on I street?—A. Well, that is only lime-stone and asphalt ground up together. We have not that deposited naturally in this country, and they have it in France.

By Governor SHEPHERD.

Q. That is natural deposit?—A. Yes, sir; that is natural deposit. We imitate that by grinding up the limestone and asphaltic oils and mixing them up together.

By Mr. STEWART:

Q. The natural deposit is what they use on the pavements in Paris mostly, is it not?—A. Yes, sir; that natural deposit, the Neufchatel rock, is already impregnated with this oil.

Q. About 12 per cent?—A. It varies, sir; 12 to 27.

Q. Is not that the best material?—A. No better than we can have in this country. By doing what nature has failed to do with us, taking the oils, grinding the limestone, and mixing, you produce the same result, if you will do it carefully. The difficulty is they do not do it as well or as carefully here as they do in Europe.

Q. You are more liable to make mistakes than nature, are you not?—A. I do not think so, because nature does not mix equally. Some of



the rock you cannot use, because it has not the proper percentage of asphalt.

Q. Well, you do not expect to get anything better than that, where it is properly mixed?—A. No, sir; we only propose to get the asphaltic oils free from all volatile oils; get the limestone ground perfectly dry to increase its absorbing capacity, and then mix it. And I do not see why we cannot mix these oils as thoroughly as nature can; on the contrary, I think we can mix them more evenly.

Q. Do you know the difference in the cost of taking the natural rock from France, and mixing it here—which can be done the cheapest?—A. It is cheaper to mix it here. It costs only about one-half the price here.

Q. You have seen this pavement on I street?—A. Yes, sir.

Q. What do you say about that?—A. I say if I had one block of pavement to lay in the city, I would have laid precisely the same thing, and have done it as they did. If I had had time allowed me to do it as they did I would have done the same thing; with asphaltic oils and pulverized limestone.

Q. Can you make as good a pavement as that?—A. Precisely the same, in my estimation.

Q. You have not made any of the same kind, have you?—A. I think so. I think a large portion of Fifteenth street is just as good as that.

Governor SHEPHERD. Yes; there are two squares on Fifteenth street.

The WITNESS. Yes; and, I think, if Mr. Shepherd had not been after me with a driving-whip in his hand I would have made better pavements than I did.

By Mr. STEWART:

Q. But making it as that depends upon getting your limestone exactly right, and your mixture right?—A. Yes, sir; and then laying it exactly right. In other words, doing the whole thing exactly right.

Governor SHEPHERD. I think, Mr. Evans, if you had been here to have attended to it yourself you would have had a good pavement.

Mr. EVANS. I have no doubt of that, sir; but I had some very bad employes. One member of the board told me he could always tell when I was in the city by the pavement that was laid, and that is the only compliment I ever received from the board of public works.

By Mr. BASS:

Q. About how many square yards did you lay of all?—A. I should think somewhere near a hundred and fifty thousand—between a hundred and twenty-five and a hundred and fifty thousand square yards.

Q. When did you first discover that your contracts were losing contracts?—A. Not until the spring of 1873, when we came to settle up accounts.

Q. You have been continuing your work since that time?—A. Only to complete my contracts, and occasionally a block to finish a street out.

Q. What proportion of this one hundred and fifty thousand square yards are what you term to be good pavements—proper pavements—as good pavements as you can lay under your process?—A. I do not think there is as good a pavement in the District, with the exception of, probably, half a dozen blocks laid by me, as I could lay if I had had the whole control and time to myself; but I will answer your question by saying that I think fully twenty per cent. of the pavement laid here needs repairing—will need repairing, if they do not now.

By Mr. STEWART :

Q. Fully twenty per cent. of that laid by you would need repairing ?  
—A. Yes, sir. I would like to add, also, that it will all be repaired.

By Mr. BASS :

Q. What proportion of your contracts are yet unfinished, if any ?—  
A. They are all finished to the best of my knowledge now. I have no unfinished contracts.

Q. Did you say you made your first settlement in the spring ?—A. Yes, sir ; I think it was in March.

By Mr. WILSON :

Q. What year ?—A. I think it was March, 1873, that we commenced to pay off everything and compare notes. It was very difficult to do that before, because so much work was partially finished.

By Mr. HARRINGTON :

Q. Do you not understand that this hundred thousand dollars is kept back by the board of public works for the purpose of putting the pavement in good repair ?—A. Most assuredly, and for no other purpose. In naming that sum, I am approximating it, because my accounts are not settled.

GEORGE R. CHITTENDEN re-called.

By Mr. BASS :

Q. This is the express-receipt that you received, is it ? (exhibiting paper to witness.)—A. Yes, sir.

Q. That is the receipt for the package of notes, \$72,000 ?—A. Yes, sir ; \$72,000.

Q. That you transmitted to Colonel Kirtland ?—A. Yes, sir.

Mr. WILSON. What is the date ?

Mr. BASS. It is dated "July 8, 1872. Valuation, \$100,000. Received from George R. Chittenden one package, sealed, said to contain paper, value \$100,000, addressed to A. B. Kirtland, Washington, D. C. Adams Express Company, July 8, 1872."

By Mr. BASS :

Q. As we adjourned last night, I was asking you with reference to your interest, if any, with the Messrs. Holmes or with Colonel Kirtland in those notes. I want to ask you one or two more questions on that subject. Were you a negotiator at the time Mr. Holmes took the machinery that had been used by De Golyer & McClellan in satisfaction of those notes ?—A. No, sir ; I knew nothing of the transaction at all.

Q. You had no notice of it ?—A. No, sir.

Q. No participation in it ?—A. No participation in it.

Q. And you are not interested in the machinery that De Golyer & McClellan had obtained to perform this contract ?—A. My only interest with De Golyer & McClellan in the original contract of 1872 was to divide one-third of the profits.

Q. Did you expect to receive from Colonel Kirtland, or did you expect to receive from Mr. Holmes, any portion of the profits or proceeds of those notes ?—A. Not one dollar.

Q. Do you know whether or not Mr. Holmes claimed that those are still outstanding notes ?—A. I know nothing about Mr. Holmes in relation to those notes.

Q. Do you know the fact that Mr. Holmes has recently been adjudicated a bankrupt in Chicago ?—A. His bank, or the bank, rather, of

which he was the president, has gone into liquidation. He was president of the Manufacturers' National Bank of Chicago.

Q. Did it carry him down also?—A. I do not know that.

Mr. STORRS. Mr. Bass, may I be permitted to state, in regard to the affairs of that bank, that it was in liquidation, and the question as to whether it can be declared bankrupt is now pending in the Supreme Court of the United States, on appeal from Judge Blodgett?

Mr. BASS. Did it take Holmes with it?

Mr. STORRS. O, no.

By Mr. HUBBELL, (to the witness:)

Q. In your written statement, after you say you had been informed that De Golyer & McClellan were not performing this contract according to the letter and the spirit of the contract, you make use of these words—that you addressed them a letter substantially as follows: [The letter was read.] Now, do you purport to set out a copy of that letter?—A. That letter is a copy of the original letter that I sent, as nearly as possible.

Q. How did you copy it?—A. I found a memorandum of the original letter, and not having it in perfect shape, I copied from that memorandum. The memorandum was full.

Q. Where is the original letter?—A. Mr. De Golyer has that.

Q. You kept no copy of it?—A. I kept a memorandum. Yes, sir.

Q. Where is the memorandum?—A. I think the memorandum is at the Arlington.

Q. I would like to have you produce that memorandum.—A. I will try to do so.

Mr. STEWART. I did not quite understand this transaction between you and Mr. Kirtland, yet. I have been thinking about that a great deal, and I cannot quite understand it. Now, do you not think it would be possible for you to give us some further points so that we can get a little better understanding of it?—A. I would be very glad to give all the information to the committee that is in my power, and I have done so, I think.

Q. At what time did you make the arrangement with Colonel Kirtland?—A. It was after the death of Mr. Huntington. Mr. Huntington died in March, I think. I made the arrangement with Colonel Kirtland in the latter part of April or the forepart of May.

Q. Was the contract in writing?—A. It was not.

Q. Where was it?—A. In the Arlington Hotel.

Q. It is not in writing?—A. Not in writing.

Q. It was for a pretty large sum?—A. That is true.

Q. He took your word for it?—A. I may have made a little memorandum. I do not remember about that. He took my word for it in the main; yes, sir.

Q. You represented that De Golyer & McClellan were good for it at the time?—A. I did.

Q. And that their notes were to be given for it?—A. We were to have time, accommodation; and the time should run during the term of the filling of the contract.

Q. Did you hold yourself responsible to any extent?—A. Not at all.

Q. These notes were not paid on maturity?—A. I believe they were not.

Q. Did Colonel Kirtland ever say anything to you about that fact, or call to your attention the fact that some of the notes were not paid?—A. Yes, sir.



Q. Did Colonel Kirtland come to you about it?—A. Colonel Kirtland spoke to me about it.

Q. He did speak to you about it?—A. Yes, sir.

Q. You were the negotiator. It was rather natural that he should come to you, was it not?—A. Very natural, indeed.

Q. When was it that he came to you?—A. It was some time in the autumn.

Q. Some time in the autumn?—A. Yes, sir; I think so.

Q. Some time in the autumn of '72?—A. Yes, sir; these notes were given, I think, the day that the receipt was made—in the forepart of July.

Q. On the 8th of July?—A. I will not say the 8th of July, but the forepart of July.

Q. Where did he come to you?—A. He was in Chicago. Colonel Kirtland came to Chicago.

Q. Did he come to see you?—A. No, sir; he came to see Mr. Holmes, with whom he had negotiated these notes, or part of them. Afterward he saw me.

Q. What did he tell you?—A. He said that De Golyer & McClellan wanted more time upon the notes.

Q. What did he say about giving time?—A. I think that he was well disposed to grant the extension if he could arrange it with Mr. Holmes.

Q. This money was all coming to Colonel Kirtland, was it not—it was all under his control—Colonel Kirtland was to have the whole of it?—A. Mr. Holmes discounted these notes as I understood it.

Q. Who told you that?—A. Colonel Kirtland.

Q. Colonel Kirtland told you that?—A. Yes, sir.

Q. If he had discounted the notes and it was an absolute sale, what was he there for looking after them?—A. They wanted more time, and I suppose that he wanted to arrange with the bank and with De Golyer & McClellan. He came to me as I had represented De Golyer & McClellan.

Q. But Kirtland had discounted the notes. They were not his notes?—A. I do not know anything about whether he was interested in them or not. I know by Colonel Kirtland's statements that the notes were in the hands of Holmes.

Q. What did Colonel Kirtland tell you. That he discounted them?—A. If you will allow me. If Colonel Kirtland is placed on the stand he can tell what disposition was made of those notes.

Q. I do not know whether he can or not.—A. All I can tell is simply from hearsay, and these incidental conversations. I felt no interest in the matter except that De Golyer & McClellan should keep their honor or pay their notes as they matured; that was all. I had no other interest in the matter.

Q. He came to you to have you require them to keep their honor—to assist him?—A. Yes, sir; he wanted me to do that, and De Golyer & McClellan, on the other hand, wanted more time.

Q. Did you go and see De Golyer & McClellan about that?—A. I did.

Q. What did they say?—A. They said they wanted more time.

Q. What did Colonel Kirtland say to that?—A. Colonel Kirtland, I think, made some adjustment with the bank.

Q. Then Colonel Kirtland had not sold them to the bank; he had some control of them?—A. He seemed to have some control at some time. I do not know what interest he had with the bank in these notes after the bank received them.

Q. Do you know how much money he got out of the bank on the notes?—A. I have not the slightest idea how much he got. I do not know how many notes he discounted there.

Q. Was Colonel Kirtland wanting the money?—A. That I do not know.

Q. Did he represent that he needed the money?—A. That I do not know.

Q. He did not represent to you that he needed the money, or anything of the kind?—A. No, sir; he did not; he was simply putting it on a business basis.

Q. I do not quite understand it; it is very remarkable to me—this transaction of Colonel Kirtland. Now, you say you made a verbal arrangement with him whereby you agreed to give him \$72,000 in April or May, shortly after the death of Mr. Huntington?—A. Contingent upon the award of a contract of 200,000 square yards of pavement.

Q. That is to say, if you, by employing counsel, succeeded in getting a contract from the board of public works on the merit of your patent, without any aid of Colonel Kirtland, except that he should talk, you would give him \$72,000?—A. I wanted Colonel Kirtland to aid me all he could. I promised to pay him 36 cents a square yard, in case that contract was awarded; and the contract was awarded, and I gave him the notes, according to the contract—\$72,000.

Q. You, on your part, were to employ counsel; pay \$15,000 for the counsel and getting all the facts together; go before the board and demonstrate the fact that it was superior to any other pavement; then when you succeeded, he was to have the lion's share, to wit, \$72,000. Now, was not that exceeding liberality?—A. When I came to Washington, I came here with the understanding, distinctly made with De Golyer & McClellan, that I could have 50 cents a square yard, if it was necessary, to secure the contract.

Q. You have stated all that.—A. Well, let me proceed, if you please. I adopted my own plan and my own way of negotiating the contract, or procuring it. I did not advise with anybody what course I should pursue; but I felt that with 50 cents margin per square yard I might possibly succeed better than if I did not use anything.

Q. I understand you had 50 cents a square yard to give away to somebody to get this thing done?—A. Yes, sir.

Q. Now, you employed counsel?—A. That was one of the things I did.

Q. You had reports of the quality of your pavement; you had all these facts, that you say you imparted to Colonel Parsons, and he made a full argument before the board; and subsequently General Garfield made a further argument explaining the superiority of the pavement, and you said then, and believe it now to be superior, and you satisfied the board that it was a good pavement, and they got the contract. Now, you were to do all that, and still of this 50 cents you gave 36 cents per square yard to Colonel Kirtland—to a person who was a stranger—for doing no specific thing. Now, do you not think that must strike the committee as peculiar, without explanation? Do you not desire to give an explanation, so as to make that look a little more rational?—A. So far as his not doing a single thing is concerned, I do not know how much he did or did not do.

Q. Did you not have some curiosity to know what the gentleman was going to do for all that money?—A. It was a contingent fee entirely. If the award was made, I was to pay the money; that was all.

Q. Yes, but it was contingent with Colonel Parsons?—A. Part of it.

Q. Ten thousand dollars if his fee was contingent ?—A. Yes, sir; and with Mr. William Colvin Brown, in the same way.

Q. And your labor here was contingent; you were not going to get anything until you succeeded ?—A. Of course not, and I have not got anything yet, to speak of.

Q. Were you not doing more work than Colonel Kirtland ?—A. I was doing some work. I do not know whether I was doing more or less than he.

Q. Were you not doing more than you ever heard of his doing ?—A. That I cannot say.

Q. What did you hear of his doing ?—A. Well, he claimed to have influence. Whether he had or not, I do not know.

Q. What did you ever hear of his doing in connection with it? Now, you know you did a good deal; you stayed here five months, and gave your entire attention to it, and made many contracts, and collected the facts together; still, the man that you cannot find out anything that he did, got the lion's share of this thing. Now, it seems to me that you would have had a little curiosity to know what he was doing. What efforts did you make to find out what he was doing; did you make any ?—A. He reported to me from time to time that matters were progressing, and that I would probably get the award.

Q. Did he give you any points of the progress ?—A. No, not particularly.

Q. Now, here you were, doing all this work, and a man who was a stranger to you, comes to you occasionally and reports that matters are progressing, and you give him the lion's share ?—A. I gave him just what I agreed to.

Q. O, yes; there is no doubt about that; but do you not yourself, in looking over it, think that it was rather a remarkable thing ?—A. It may be. From their stand point it appears so, but from mine, at that time, it did not. There was great competition here in the city of Washington, and all I had to do was to get all the force and all the influence to get public influence in favor of it.

Q. How do you know that you got it when you got him ?—A. I do not know that I got it. He said I had.

Q. Then after doing all the work that you did, you gave away \$72,000 to a man because he said he was powerful, and you did not know whether he was or not, and had no means of coming at the facts. Now, have you any reason to believe that you did not get the contract after all entirely upon the representations before the board and before the public, by the arguments of Colonel Parsons and Mr. Garfield, and the facts that you had ?—A. I do not know but what I would have received the contract through their arguments alone.

Q. Have you any reason to think you would not ?—A. I cannot say; I did not say that; I cannot say but that I would have received the contract; that is one of the things that was not tried.

Q. Have you any reason to believe you would not ?—A. I cannot answer that question.

Q. You cannot answer it ?—A. No, sir.

Q. You cannot say whether you believe you would, or you believe you would not ?—A. No; I cannot. I have have not thought of it; indeed, I cannot at all.

Q. You can give your belief on it. Say what you think now.—A. I might have received it, or I might not. I cannot say.

Q. Do you think he helped you a particle ?—A. Yes, sir; I think he did help.



Q. What makes you think so?—A. He said that he used influence.

Q. Have you any reason, except what he said, to believe that he helped you a particle?—A. I do not know that I had any reason, except his word.

Q. Then you say you came here and gave a total stranger \$72,000 on his word that he had helped you, without inquiring into it?—A. I have gone over this ground so much, sir—

Q. There must be something more to that?—A. When I came to Washington, if you will allow me to make a statement—I don't know but what I am repeating myself continually—when I came to Washington, as I said before, I adopted my own methods for securing this contract. Finding competition was great, I adopted a plan of my own for securing the contract. My people told me at \$3.50 per square yard they could afford to pay 50 cents per square yard for getting contracts, or as expense, if you please. Now, whether the arguments of the two gentlemen referred to would have secured me the contract or not, I cannot tell. Whether it was necessary to secure the services of William Colvin Brown, or Colonel A. D. Kirtland to insure it I do not know. But I did secure their services, in connection with other parties, in order, in my judgment, to insure success; that was all. Several parties applied to me for contracts; that is, they stated that they could get contracts if I would pay them so many cents per square yard. The only caution that I exercised in making arrangements with these parties was always to keep within my margin of 50 cents, and if fifty persons had applied to me I would have made arrangements with them contingent upon the award, if I could keep all the time within 50 cents.

Q. Do you pretend to say that you would have given that 50 cents to anybody, provided you had come here and got the contract, whether they helped you or not?—A. Not to anybody; but persons came to me continually, telling that they could get contracts.

Q. I can see very well how you would give 50 cents to get a contract, but I cannot see why you would give it to a man who did not help you to do this?—A. I do not know how much he did help.

Q. Well, now, that brings me right back to that remarkable thing that you should not have inquired, and you should have taken any interest in it. There is not a person in this room, in ordinary conversation, but would have asked what that man did. But you pay \$72,000, which was the larger portion of the entire commission that was to be given, and do not have inquire something about the influences that this man had or what he did. That you should not have had some curiosity on the subject to make some little inquiry, appears very strange to me. That is what is remarkable about it. You never asked him what he had done in one instance, or how he did it.—A. He kept reporting to me from time to time that matters were progressing, and that matters were going on satisfactorily.

Q. That everything was lovely?—A. Yes; and the goose was high.

By Mr. WILSON:

Q. You say you made contracts with others?—A. Yes, sir; they were contingent contracts.

Q. Exactly; but you made the Brown contract, the Kirtland contract, and then you had a contract with Mr. Rice?—A. With a Mr. Rice, yes; and Mr. Page, I think.

Q. What was Mr. Page to get?—A. Mr. Page, I think, was to get 100,000 square yards within a given time. He came and reported at the time, and said that he could not get the contract.

Q. What amount was he to receive?—A. I forget. I think somewhere between thirty-five and forty cents a square yard—thirty odd cents.

Q. What others did you have contracts with?—A. Mr. Page and Mr. Rice, those two are all I call to mind.

Q. Do you remember any others?—A. I do not.

Q. You did have contracts with others, did you?—A. I cannot say I had any contracts with others than those named.

Q. You had those contracts outstanding, and you settled with Kirtland?—A. These contracts were not outstanding.

Q. Well, but you had made contracts with these parties and you settled with Kirtland?—A. Pardon me, now, I wish to make one statement in this connection. In the case of Major Rice, he promised to get this contract within a given time and I promised to pay him a certain number of cents per square yard if he would do it. He comes to the hotel and says, "I cannot deliver it on time, and I wish further time." I gave him further time. He could not deliver it then. Then I said I would annul the contract and destroyed it. I made a contract then with Page. I would not say which came first, but I made a contract with Page in the same way. Page did not deliver his contract on time, and I tore that up. I made a contract with Kirtland.

By Mr. WILSON:

Q. Did you restrict him as to time?—A. No, sir; I think not.

Q. What is your best impression as to whether you had contracts with others than those you have mentioned?—A. I think very likely I may have had at some time. I do not call them to mind.

Q. At some time you had with Kirtland?—A. I think I had no contracts out. I was cautious about that. I had no contracts out, except with Kirtland and Mr. Brown.

Q. Was the contract you had with Page and Wright in writing?—A. With Page and Wright in writing.

Q. Then why not with these others in writing?—A. Mr. William Calvin Brown was at the hotel, sitting at the same table, and had known me; that is, he had ascertained something in regard to myself; and the other persons were comparatively strangers—total strangers.

Q. Just simply because you had made a hotel acquaintance of Mr. Kirtland and Mr. Brown?—A. I had seen them three times a day.

Q. You did not esteem it necessary because you saw them three times a day, and had this contract with them, to have any contract with them in writing? I will see if I can refresh your recollection by reading another letter.

ARLINGTON HOTEL, Washington, May 4, 1872

DEAR SIR: At 12.45 I leave for New York. Will return by Monday or Tuesday. Our matter is in such a shape that it is now best to be exceedingly cautious as to what you say or do. In other words, to be absent from the city altogether would be better than to be here. I shall count upon your very careful observance of my suggestions, as matters are so conditioned as to imperatively demand it. A word to the wise is sufficient.

Yours truly,

GEORGE R.

Mr. BENJAMIN R. NICKERSON.

A. That is my letter.

Q. Perhaps, after having heard that letter read, you can now remember something. It is something about these peculiar circumstances that were surrounding this matter, which you have indicated in that letter, and which you can state to the committee.—A. I think the suggestion came to me from some source that Colonel Nickerson was in charge.

ing in some way with the progress of the negotiations, or was injuring the cause which we were trying to get through.

Q. And this was a little legerdemain which you resorted to for the purpose of getting Nickerson out of the way?—A. Not much legerdemain. It is pretty frank, I think.

Q. But you say, "our matter is in such a shape that it is now best to be exceeding cautious as to what you say or do;" and you have underscored that, so as to make it emphatic. Now, in what shape was it that made it so?—A. I think some one of my agents told me that was the best course to pursue.

Q. What shape was it in that made it necessary to exercise this remarkable caution?—A. I do not know. I suppose that some one suggested to me to write that letter.

Q. Did it get into any very extraordinary or peculiar shape?—A. The impressions received, I think, at the time that that letter was written were that Mr. Nickerson in some way was being identified with the Samuels process of curing—was taking an active part in some of the matters against the government, or something of the sort. I do not know.

Q. And Mr. Nickerson was trying hard here to get interested in some of these contracts. He was taking some active part against the district government?—A. I won't say against the district government; but he was taking some active part which was not calculated to make friends.

Q. That is your explanation of that?—A. Yes, sir; that is, to the best of my recollection.

Q. Mr. Hubbell asked you a while ago in regard to a certain memorandum. You wrote this letter, which you made a part of your written statement yesterday morning, from that memorandum, as I understand you?—A. Yes, sir.

Q. When did you write that letter?—A. I wrote it here, since I have been here.

Q. Who wrote your statement that you read to the committee yesterday morning?—A. Some copyists.

Q. Who were the copyists?—A. I do not know.

Q. Where did you come across them?—A. At the Ebbitt House.

Q. Do you know where they came from?—A. I do not.

Q. Do you know the gentlemen who did that copying?—A. I do not know. There were two gentlemen.

Q. Was it taken down in short-hand in the first place?—A. No, sir; it was taken from the copy.

Q. Who dictated it?—A. They had the copies before them.

Q. Who made out the original?—A. I made out the original, with my attorney.

Q. Who draughted it?—A. He and I draughted it together; that is, in mutual consultation.

Q. Who else was present?—A. No one but my attorney.

Q. At the time it was prepared?—A. No one but my attorney.

Q. Where did you get these copyists?

Mr. STORRS. May I be permitted to make a statement as counsel here?

Mr. WILSON. I would rather that the witnesses should answer.

The WITNESS. I do not know.

Mr. STORRS. The witness does not know, and I can explain that myself. I hired the copyists. I came here, spoke to the chairman of the committee, and suggested how much we were hurried with the matter. I merely presented the matter and, in order to comply with the request which the committee made upon me at the time, I had them hired in order to facilitate matters.



Mr. WILSON. Do you know the names of the copyists ?

Mr. STORRS. I do not.

The WITNESS. I do not myself. Mr. Storrs procured the copyists.

By Mr. WILSON :

Q. In some of these letters that you have written—in one of them—you say to Mr. Huntington, “Do you think your figures will be satisfactory to him,” or something to that effect. What figures do you refer to there ?—A. Will you allow me to look at that letter ?

Mr. WILSON. Certainly, if I have it here.

[The letter was handed to the witness, who read as follows : “Figures will be more satisfactory to you and to the District, and the pavement more satisfactory to the people when laid than any one or all the other kinds of pavement taken collectively.”]

The WITNESS. That was my opinion at that time.

Q. What figures do you refer to ?—A. I refer, I think, to the cost of the pavement; that is, the number of dollars per square yard.

Q. Do you mean the figures at which you were proposing to lay the pavement, or the cost of the pavement to De Golyer & McClellan ?—A. I think this refers to the figures upon the cost of the pavement to the District.

Q. That was the wood-pavement ?—A. That was the wood-pavement.

Q. Were you, or not, apprised of the fact that at that time the District government had already established the price for wood-pavement ?—A. I was not. I did not know anything about that.

Q. What is the date of that letter ?—A. This is dated February 8, 1872.

Q. You say that you did not know at that time that the board had already established a price for wood-pavements some months before that ?—A. No, sir; I left this entirely in the hands of Mr. Huntington. I was not familiar with that state of things.

Q. You were to get one-third of the profits of this contract for your services in getting that contract ?—A. Yes, sir.

Q. Did this bonus of fifty cents a square yard enter into this account ?—A. It did not.

Q. Then De Golyer and McClellan agreed to pay fifty cents a square yard as a bonus for getting the contract, and then outside of all that you were to get one-third of the profits of laying the pavement—actual profits ?—A. Yes, sir; that was the understanding.

Q. Had you ever done any figuring so as to know what that pavement had cost ?—A. No, sir; I could not tell what it would cost.

Q. Had you ever figured any on that subject ?—A. De Golyer and McClellan stated that after the fifty cents were paid that there would be a very good margin to divide between us.

Q. You never made any figures on that subject ?—A. No, sir; I did not know what the pavement cost. I do not know to-day. I am not a practical paver at all. I do not know anything about paving except the general merits of the patents.

Q. You were taking your chances on that entirely ?—A. No, sir; not so. I had paid for this pavement in front of some of my property on Dearborn street, Chicago, and it seemed to me to be a most excellent pavement. Therefore I was interested in the pavement, and believed the people would be as well satisfied as myself.

Q. Your interest in having the pavement laid in the city of Washington was in getting a third of the profits ?—A. Certainly; I came here for that purpose—to get the contract for the profits.

Q. And you made no calculation or made no inquiry as to what the profits would be?—A. Mr. McClellan stated to me that he could not state exactly what the profits would be; that they would have to bring machinery here—\$25,000 worth of machinery—but there would be a good division of the profits between us after fifty cents was paid.

By the CHAIRMAN:

Q. I find among the letters written by Mr. McClellan to you, one dated of May 24, 1872, which I desire shall go in evidence, or such portion of it as relates to the matter of securing the contracts here. In this letter Mr. McClellan, among other things, says, "Mr. Chittenden, I have been thinking a good deal about Washington contracts, and the more I think about it the more I am inclined to advise you to shake off these go between men, and make your application directly at headquarters; if you do so, I am of the opinion you will be more successful than to depend on others, as we have been doing. Please to think this matter over well, and act accordingly. I know you are much annoyed at the shape things have taken in Washington. But the quickest way in my opinion to come to anything different is to go to headquarters and put the question directly to the board. If you cannot get more than one hundred thousand yards take it, and close up matters at least for that month. Do not forget to have it optional with us, if possible, in case of one hundred thousand yards, removing our machinery or not. We can afford to put machinery up for one hundred thousand yards in Washington," &c. Now, what impression did that letter make upon you at the time?—

A. It did not make any impression at all. The reason why was this: I was here and had the responsibility upon my own hands of securing this contract, and I felt that I could judge as well about the policy to be pursued, as Mr. McClellan in Chicago, so far as the programme that I proposed to carry out was concerned.

Q. But Mr. McClellan seems to have had the impression here that, during all the time that you had been here, you had made no personal application to the board of public works.—A. The application that was made to the board of public works—I do not know the date that it was made; I cannot say the date—but whether the application was made at the time of writing that letter or not, I do not know.

Q. Up to this time he acknowledges the receipt of two dispatches from you, one dated the 21st and the other the 22d. Have you those dispatches?—A. I have not. I do not know what they are.

Q. Up to that time had you appeared personally before the board of public works?—A. That I cannot tell without getting the application that was made at that time.

Q. I do not speak now particularly as to date—but had you previously to this time, or about this time, had any communication with any member of the board of public works yourself?—A. Only in regard to the merits of the pavement. If I met any one or saw any one I would speak well of the pavement.

Mr. JEWETT, (to Mr. Mattingly.) Can you furnish the committee with the application made by De Golyer & McClellan, to the board of public works?

Mr. MATTINGLY. I presume so.

Mr. JOHNSON, (secretary of the board.) I know there was an application put in about the time of the bids for treating wood pavement, February 20.

Mr. WILSON. Will you be kind enough to bring it in?

Mr. JOHNSON. Yes, sir; it is at the office; I will bring it in on Monday.

By the CHAIRMAN :

Q. I infer Mr. McClellan knew by this letter that you were acting here through middle-men?—A. Yes, sir; he called them middle-men. I call them assistants, or men helping me. I called them agents. He understood them to be middle men, I suppose, because they were communicating with the board, or some other persons were communicating with the board.

Q. You were not doing so yourself?—A. No, sir; I was not.

Q. Therefore, between you and the board they must have been middle-men?—A. Yes, sir; that might be called middle-men.

Q. Because you are not in direct communication?—A. No, sir.

Q. I find here also a letter dated March 3, 1872, to the following effect:—"I hope this will find you in glowing spirits. I have nothing new to write." That is from Mr. McClellan. "I hope you have made some favorable discovery since I left. Present my respects to Mr. Brown." That is your friend?—A. Yes, sir; William Calvin Brown.

Q. "I have seen Mr. Pelton this morning." This letter is dated Saint Nicholas Hotel. Who is Mr. Pelton?—A. He was an applicant here for a contract. I believe of a wood pavement with a peculiar process for curing the wood.

Q. Do you know what process?—A. I do not. Seeley's process, I think.

Q. I will read further from the letter. "Just a nod from him, nothing more. He cannot find out nothing from me. Keep mum. I find it is the best policy. Write me. If you want anything from me let me know." Now, there seems to be here some reason for keeping very quiet. Do you remember what that was? This was March the third.—A. I haven't the slightest idea what he refers to there by "keeping mum." I suppose that he refers simply to a gentleman's keeping his own counsel, or words to that effect. There were so many competitors here that each one was trying to know what the other was doing, and he must have referred to that matter.

Q. You endeavored to take this advice, I suppose, in your operations here?—A. I certainly took advice from every one I could get it.

Q. You took the advice of your principal, Mr. McClellan, to keep mum, as far as you could?—A. Yes, sir; certainly.

Q. In keeping mum did you inform Mr. Calvin Brown that you were negotiating with Kirtland?—A. No, sir; I did not.

Q. Did you inform Mr. Kirtland that you were negotiating with Brown?—A. No, sir.

Q. Did either of these gentlemen know the other had any interest in this pavement?—A. Colonel Kirtland knew that Mr. Brown felt an interest in the success of my securing this contract. So, Mr. Brown, on the other hand, knew that Mr. Kirtland felt an interest, but neither knew of the arrangement with the other.

Q. Did either know the other had an arrangement?—A. No, sir; not a word.

Q. Yet you were there every day together?—A. That is true in regard to Colonel Parsons also. I wish to state that here. Parsons did not know I had an arrangement with anybody else to pay any cents per square yard to secure the contract.

Q. Did Kirtland know you had the services of Mr. Parsons?—A. He knew that.

Q. Because he was a public employé, as an attorney?—A. Yes, sir. My idea, if I may be allowed to state here, was to have all the influence from different quarters concentrated to get this contract.



Q. Now, Mr. Chittenden, you were here five months and ten days you saw no member of the board of public works, at least you did not communicate directly with them; you used, to procure this contract, the persons you have named; now, how did you spend the remaining portion of your time in this city, that is with reference to this work? Were you communicating with other people?—A. I was communicating with different ones, from time to time, in regard to this pavement and the merits of it, but I was more particularly keeping quiet and letting others do the work. I was waiting.

Q. Now, I wish you to explain to the committee why it is that during all this time you made no personal application in behalf of De Golyer & McClellan, to the board of public works, for this work.—A. I think an application was made to the board of public works.

Q. That is not my question. My question is: Why was it that you did not go to the board of public works yourself, in person, or to some member of the board of public works?—A. Well, I thought others could do it for me quite as well. I was a comparative stranger to all parties connected with the board of public works. I was a stranger in Washington.

Q. You thought the Rev. Calvin Brown, who was here on a visit from Hamburg, could do better than you could in that regard?—A. I did not say that W. Calvin Brown did present the matter to the board of public works, but I thought he could aid in doing it as well as, and perhaps do it better, than I could—that is in speaking of the merits of the pavement. I thought it would do for them to talk about it quite as well as for me.

Q. Therefore, you relied upon those two gentlemen, in addition to your counsel, to communicate with the board, rather than communicate with the board yourself?—A. I did.

Q. Did you, during any portion of these five months and ten days you were here, have an interview with the board of public works yourself?—A. Not personally.

The WITNESS. Do you mean with the board collectively?

Q. With the board collectively.—A. No, sir, I did not. I went with my counsel into the room at the time the subject was argued, but I said nothing.

Q. But you did not personally apply to the board during the whole of that time?—A. Except as the application of De Golyer & McClellan was filed by my dictation.

Q. At the time Colonel Parsons made this argument, was Colonel Kirtland, in the city?—A. That I would not be sure about.

Q. He did not accompany you to the board at that time?—A. No, sir; Mr. Brown did at that time.

Q. Mr. Brown and Colonel Parsons?—A. Yes, sir.

Q. When was that?—A. That I cannot tell. I will have to refresh my memory upon that point.

Q. Do you remember about the time?—A. If I knew the date of that application to the board I could tell more accurately. I will try to ascertain that fact.

Q. It was after the application?—A. Yes, sir; I think it was after the application.

Q. Did you spend most of your time at the Arlington Hotel?—A. All the time, pretty much. I was away from the city a few days.

Q. I mean when you were in the city.—A. Yes, sir.

Q. How often did you see Colonel Kirtland, as a rule, at the Arlington Hotel?—A. At least three times a day.

Q. Generally at breakfast?—A. Yes, sir; two or three times a day.

Q. Was he in the habit of coming to your room, and you going to his?—A. Yes, sir.

Q. That was a daily occurrence?—A. Yes, sir.

Q. Did you know, or do you remember, his chief associates here at that time? With whom was he in communication, so far as you observed?—A. That I do not know. I do not know with whom he was communicating.

Q. You never saw him in communication with any one whom you supposed could aid him or you, in this work?—A. Except Mr. Page. He was talking to me, at one time, of Mr. Page.

Q. But you never saw him in communication with any one that you supposed had any interest or influence, except Mr. Page?—A. No, sir.

Q. And the only report he made to you was that matters were progressing, from time to time?—A. Yes, sir; that everything looked favorable, or words to that effect.

Q. And your contract with him was that this money was to be paid out of the proceeds of this fund as it went along?—A. Yes, sir; that is the time—the arrangement should be such that we should fill a contract.

Q. And pay for it out of the proceeds of this contract?—A. Yes, sir.

Q. That was understood between you and De Golyer & McClellan?—A. Yes, sir.

Q. That was to go in as a part of the expenses of this contract as much as any other element?—A. It was to go in as a part of the expenses of the contract as much as any other. I wish to state to the chairman that since I have been standing here it has occurred to me that Mr. Nickerson, Mr. McClellan, and myself did one day come into the board of public works, to argue or to mention to the board something about the curing process; I don't know—but in connection with that something was said in regard to this pavement. That was pretty early after I got into Washington. That did not occur to me at the time; but it was the time the question of the processes for curing the wood was being argued, and Mr. Nickerson and Mr. McClellan went into the board and stated something about the Samuels process; and, I think, incidentally in connection with that, there might have been some statement in regard to this pavement; probably there was.

Q. With that exception, then, you never appeared before the board of public works, except with your counsel, Mr. Parsons?—A. With that exception.

Q. I find here, on the 23d day of February, an application of De Golyer & McClellan—a proposal, I will read:

BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA.

*Washington, February 23, 1872.*

The board met at half past one o'clock p. m.

Present—Governor Cooke, Messrs. Shepherd, Magruder, and Brown. Of the advisory board, Generals Humphreys and Barnes.

The members of the advisory board were present by request, for the purpose of considering, in connection with the board, the "proposals for preserving wood for wood pavements," which were opened on the 20th instant.

The following bidders were represented, viz:

De Golyer & McClellan, by Nickerson & McClellan.

Addresses were made relative to the merits of the several processes.

Upon the recommendation of the members of the advisory board, the parties representing the bidders were requested to furnish samples of wool prepared by their respective processes, with a view of having a practical examination made of their relative merits.

The CHAIRMAN. Now, there is another application for the pavement.

Mr. JOHNSON, (secretary.) Yes, sir; that will be brought in on Monday.

Q. Did you say, in regard to all these notes, that you placed them in the express office?—A. I did not see any of these notes after they were placed in the express office, save one note held by the Cook County National Bank. It was past due, or was maturing, and Colonel Kirtland was in Chicago. I saw the note in that bank; that is the only time.

Q. What was the amount of that note?—A. I think that was \$20,000. I think so—two notes of \$10,000 each.

Q. Did you have the note, or notes, in your possession?—A. Not until it was held by the bank. I simply saw the notes in the hands of the president of the bank.

Q. Do you know by whom that was indorsed?—A. All these notes were indorsed by De Golyer & McClellan, payable to their order. This note was so indorsed. There was no other indorsement on it.

Q. When was this?—A. I can hardly tell the exact date.

Q. Was it in the fall, winter, spring, or summer?—A. What is the date of that express receipt, may I ask?

Q. July 8.—A. I think it was the fore part of the year 1873.

Q. Kirtland was with you?—A. Yes, sir. He was not with me at that time; but he had been at my house, and stated one of those notes was past due, or was about to become due, and asked would it be paid at the time of maturity. I told him I didn't know; that I would see De Golyer & McClellan. He said that the Cook County National Bank held the note. I went to the Cook County National Bank, and the president stated to me that he had the note, and showed it to me at that time.

Q. Who was the president?—A. I cannot call his name.

Q. Do you know who placed that note there for collection?—A. I do not. I don't know how that note came there. He said he received it in a regular way. That was his statement to me.

Q. Why did he say that he received it in a regular way?—A. I don't know why he stated that.

Q. Is not that the way these notes are usually received by banks?—A. I suppose so; but I was surprised to know the note was in his hands; and it may have been owing to my expression of such surprise.

Q. Why does Mr. McClellan, in one of his letters to you, call these notes "fancy notes"?—A. That is the name he always gave them afterward. That is one of his own selection.

Q. When did you last see Colonel Kirtland?—A. I have not seen him for many months.

Q. What is Mr. Kirtland's business?—A. I think that he has a farm at Green Bush, opposite Albany.

Q. I noticed yesterday in your testimony you give a detailed account of these notes and they seem to be for different amounts and payable at different dates. You will find a reference to the amounts on page 1222 of the record. They are embraced in the telegram sent by you to De Golyer & McClellan.—A. Yes, sir; at 1118 Prairie avenue, Chicago.

Q. Was this telegram sent in pursuance of an understanding or consultation you had with Mr. Kirtland?—A. It was after I had arranged the terms of payment—the time upon which these notes should be made.



Q. Were notes afterward made in accordance with this telegram, as to the amounts?—A. Precisely in accordance with this telegram as to amounts and time.

Q. Did you carry with you when you returned to Chicago a memorandum corresponding with this telegram?—A. I have no doubt that I had a memorandum; that is my custom.

Q. That was arranged between you and Mr. Kirtland in Washington?—A. Yes, sir.

Q. Why was it that these particular amounts were named?—A. Time I cannot answer; I do not know. They were made at the request of Mr. Kirtland as to amounts. And the time was made at my request. That is long time so as to pass over.

Q. Did he give you no reason for desiring several different notes in different amounts?—A. Not a word was said in regard to that matter.

Q. You are aware of the fact, that since you were in Washington City, that there was an investigation progressing, and were you not likewise aware of the fact that this same matter of the value of this Samuel's process of ironizing was under inquiry?—A. I did not so understand it.

Q. Did you not know that Mr. Nickerson had testified upon that subject?—A. I knew he had been before the committee in some relation, but I did not know exactly how.

Q. And never had the curiosity to ask him what he testified to upon that subject?—A. No, sir; I never had the curiosity.

Q. Don't you know that the question of the injurious effect of the use of the ironizing process was under consideration by the committee?—A. No, sir; I did not know that question was up at that time.

Q. And in your frequent interviews with Mr. Nickerson that fact was never communicated to you?—A. Mr. Nickerson never intimated to me but what this was a good process for treating.

Q. Don't you know that certain blocks that it was alleged had been decayed by this process were produced before that committee?—A. No, sir; I don't know that fact at all.

Q. Nor did you attend any meeting of this committee?—A. I didn't; not one.

Q. Are you not aware of the fact that Mr. Kirtland, at one time, sojourned or resided in Chicago?—A. That he resided in Chicago prior to my being in Washington?

Q. Yes, sir.—A. No, sir; I was not aware of that fact.

Q. He didn't reside there, then, subsequently?—A. No, sir; not to my knowledge. I have no knowledge upon that subject that he ever did reside in Chicago.

Q. How long did he remain in Chicago, during the pendency of this negotiation about the notes?—A. Colonel Kirtland was in Washington during the pendency of that negotiation.

Q. I mean the negotiation with regard to the payment of the notes?—A. He might have been there a week.

Q. Your relations were as pleasant and as intimate with Colonel Kirtland as with Brown, were they not?—A. I cannot say they were quite as intimate as that.

Q. You met him frequently?—A. Yes, sir.

Q. Dined at the same table?—A. Yes, sir.

Q. And spoke to him with the same freedom?—A. I spoke to him with a great deal of freedom.

Q. Why was it that he, who was to receive much the larger portion of this compensation, loaned you no portion of the money—that you

found it necessary to borrow?—A. I never dreamed of taking a dollar of the money I gave him, of that \$97,000. My idea was to have my profits entirely out of the contract.

Q. Why did you afterward, and before the payment of the \$10,000 to you for Mr. Brown, make the arrangement with him that he should loan you \$8,000?—A. Simply because I had expended, at least, \$10,000 of personal funds, including my family expenses, in Chicago and in Washington, in the five months and ten days in getting this contract, and I was short of money. Before I went back to Chicago—I think it was two days before I returned to Chicago—I said, incidentally, to Mr. Brown—I did not expect he would let me have the money then—I said, incidentally, to him, “I have got to borrow \$8,000 for six months;” and he replied, “I will let you have that money.”

Q. The point I make is, why you should speak of your necessities to Mr. Brown, who was to receive but a small portion of this money, and not to Mr. Kirtland, who was to receive a very large sum of money?—A. The arrangement with Mr. Brown was to have cash; the arrangement with Mr. Kirtland was not to have one dollar in cash.

Q. But the notes given to Mr. Kirtland were negotiable?—A. Yes, sir.

Q. Perfectly good?—A. Yes, sir.

Q. And could have been discounted?—A. They were discounted.

Q. I understood you to say that the purpose you had in borrowing the money of Mr. Brown was to meet obligations you had incurred in Chicago.—A. In Chicago? Yes, growing out of expenses. I had drawn upon my own resources.

Q. And you had no obligations outstanding here?—A. No, sir.

Q. Could not you have used them with the same facility—the notes—as the money, in Chicago, the makers being perfectly good?—A. I think I might have done so.

Q. And you never made that application to Mr. Kirtland?—A. Not a word.

Q. Nor did you allude to your necessities with Colonel Kirtland?—

A. I think I never said a word to Colonel Kirtland in regard to that.

Q. You received about \$1,400?—A. To be exact, \$1,375.

Q. And you had expended a very large amount beyond that. In what way had you expended it?—A. In the first place, if I had remained in Chicago it would have been much more profitable for me than to have come here, as results have already proved. First, in regard to time; and next, in regard to personal expenses, and last, but not least, my family expenses which were going on in Chicago all the time.

Q. I will ask you if you did not entertain, from time to time, gentlemen at the table at the Arlington House?—A. I did.

Q. Did not Mr. Kilbourn dine with you there?—A. No, sir.

Q. Did not Mr. Huntington frequently dine with you?—A. Mr. Huntington did dine with me before his death.

Q. How frequently?—A. I think two or three times. I was glad to have him dine often.

Q. Did any member of the board of public works dine with you there?—A. Not a member.

The CHAIRMAN. I do not think it worth while, Mr. Christy, to go into this.

Mr. CHRISTY. I have information from gentlemen that the witness has not explained the full extent of his acquaintance in this city, nor the persons with whom he associated familiarly, and with whom he dined.

The CHAIRMAN. Ask the witness to give the name of any such gentleman.

Mr. CHRISTY. I was laying the foundation. He spoke of large expenses here. I want to know their nature.

Q. Then none of the official persons of this city dined with you, or took meals with you at the Arlington House while you were here?—A. Not one. Mr. Huntington did, but he was not an officer.

Mr. CHRISTY. I understand that.

Q. You made an arrangement with Mr. Brown and made an arrangement with Mr. Kirtland?—A. I did.

Q. Please explain why it was that you allowed this difference of compensation—so small a compensation to Mr. Brown, so large a compensation to Mr. Kirtland, they both being conditional on success?—A. Mr. Kirtland, I considered, had more influence; that is, he represented to me that he had great influence to get a contract.

Q. Did not Mr. Brown represent he had great influence?—A. Mr. Brown represented that he had influence.

Q. A great influence?—A. Not exactly that.

Mr. MATTINGLY. I suggest to the committee that this has all been gone over.

Mr. CHRISTY. This question has never been asked.

The CHAIRMAN. Let the witness answer the question.

Q. How did you estimate those things—upon what basis?—A. Merely from my judgment of the matter. Mr. Kirtland said he had great influence here, and would be able to do a great deal of good in getting a contract.

Q. Still you did not believe him, because you made it conditional?—A. I believed him as well as I would any stranger who came to the Arlington. I wish to keep before the minds of the committee the fact that it was not necessary to have personal acquaintance with him, or that I should have a personal acquaintance with a party, in order for me to enter into a contract with that party to procure an award contingent—so that we may understand each other.

Q. Mr. Kirtland said that he had influence?—A. Yes, sir.

Q. Mr. Brown, with equal emphasis, said that he had influence?—A. I cannot say with equal emphasis.

Q. Of course, he did not use those forcible expletives that Mr. Kirtland indulged in. Can you answer the question why you made the difference in the amount of compensation?—A. Because I considered that Mr. Kirtland had more influence than Mr. Brown.

Mr. CHRISTY. Being a man of sin and the other one not a man of sin?

Mr. STORRS. I submit if that is a question.

The CHAIRMAN. O, no; that is not a question.

Mr. WILSON. It is a speech.

Mr. CHRISTY. I am not sure; one appears to be a reverend gentleman.

Mr. STORRS. That will hardly be—

Mr. CHRISTY. Perhaps the reverend gentleman was a man of sin.

Mr. STORRS. I object to the question.

The CHAIRMAN. I think we have exhausted this witness.

Mr. CHRISTY. In these interviews with Colonel Parsons, did you explain to him the kind of gravel you were using. Was it not known as self-cementing gravel?—A. Yes, sir.

Q. That was the great superiority?—A. Yes, sir; that was one of the features of the pavement.

Q. Will you explain what you mean by self-cementing gravel?—A.



Gravel that when it is rammed—I believe that is the term pavers use—when it is rammed between the blocks, that it self-cements or packs itself, so that it becomes like brick in time, and hard.

Q. So it is not that it possesses any unusual ingredients, this gravel, but simply that the pressure to which it is subjected, gives it this cementing character?—A. It must have a certain quality of iron, &c., in its composition.

The CHAIRMAN. Mr. Chittenden, I think I will ask you one other question. Have you been in correspondence, in any way, with Mr. Kirtland since the 8th day of July, 1872?—A. Once in a while in a friendly way, that is all; not in regard to business.

Q. He would write you occasionally a friendly letter?—A. Yes, sir; once in a while an occasional letter.

Q. When did you receive the last friendly letter from him?—A. Well, sir; I cannot tell—not for some time. It is some time ago.

Q. Have you any of these friendly letters with you?—A. I have not.

Q. No allusion in any of them to this business that you had been engaged in?—A. No, sir; not at all.

By Mr. JEWETT:

Q. I would like to ask you a question with a view to some scientific matters. Where were you born?—A. In Monroe County.

Q. What State?—A. New York.

Q. In the light or dark of the moon? (Laughter.)—A. I can hardly answer that question.

Mr. JEWETT. That is all.

W. W. WARDEN sworn and examined.

By the CHAIRMAN:

Question. I wish you to state to the committee your business.—Answer. I am a lawyer in this city and newspaper correspondent—have been—am identified yet; having charge of a paper. I do not do much newspaper business now, nor have not been doing much for a couple of years.

Q. You are a practicing attorney, however, in this city?—A. Yes, sir, I am, and have been for a number of years. I devoted myself originally to the newspaper business for eight or ten years—eight years—and since that my son has been running my newspaper business and I have not been doing much newspaper business. For three years I have been practicing law.

Q. In justice to yourself I will ask you what newspaper you are connected with?—A. I am correspondent of the Boston Post.

Q. Did you hear Mr. Adams testify this morning?—A. Yes, sir; I heard all that he said.

Q. He made some statements with reference to yourself.—A. Yes, sir.

Q. If you agree with those, say so; if you don't, state wherein you differ with him.—A. I differ in  *toto* ; it was a tissue of falsehoods from beginning to end. That is what I mean to say. Now I will give you my statement, if you will permit me. He states what is not true as to the manner of my introduction to Mr. Evans. Mr. Copeland had kindly said some things of me, as being a person who was competent to take charge of his business—the business of Mr. Evans—in this city. I had never seen Mr. Evans. He had become entangled here very much. His accounts were mixed up. He was in bad odor, as it turned out, with the board. They would not believe him, and

he had got into such a condition that they absolutely refused, as he informed me himself, to have anything to do with him. Mr. Copeland had said to him something about my standing here; and it was flattering, from what he himself said. I met him in New York, and he took me to Mr. Evans's business place, at the corner of Duane street and Broadway. He then introduced me as the gentleman of whom he had spoken, who lived in Washington. There was not a word said about it, other than asking me whether I practiced law there or not. I handed him a card, like one which I have in my pocket. He told me Mr. Copeland had been recommending me to him as a proper person to take charge of his business, which had grown into large proportions, and was very much mixed at the time. He said his assistants or representatives were not conducting the thing successfully, and he had got into a complication with the board and could not get a settlement, and wanted to employ me as an attorney for that purpose. I said I would be glad to take charge of his business. We were not together there longer than the time it has taken me to tell what I have told here. We parted with the understanding that in a few days he would meet me in Washington, or, if I came back—I was then in the habit of going to New York once a week—or when I came back, I was to call on him. When I went back the next time I did call, and he was away in Boston, or somewhere. The next time we met, he came here and sought me. His statements about my importunities are wholly false. I never importuned him. I entered into an agreement with him to give me a percentage on the amount paid him by the board from that date for helping him generally. I took charge of all his business, not the business solely of the board.

Q. What per centage were you to receive?—A. Five per cent. on all that should be collected from the board for attending to his business generally; not simply the business of the board, but any other connected with his affairs. He had some threatening litigation; had some, I think, at that time; and has yet. He is very much mixed up. I took hold of it, and performed my duties very industriously, as the members of the board will tell you. I was with them constantly. They did not want to give him any further business. I begged them to try him further, but his condition with them was such that they could not give him more work. They said he was an utterly unreliable man, and would not keep his promises; and, in fact, that was his reputation here; in fact, that's his reputation here and in Brooklyn.

The CHAIRMAN. You need not state his general reputation.

The WITNESS. Now, he made a statement as to how we got together. I want to clear that up. I went on in that capacity, and he gave me, the 28th day of October, an order for \$28,000. Please mark it. On the 7th of November I filed it with the board. It was made payable to me or my order. I filed it with the board, and it was passed to my credit or rather it was considered as my property.

By Mr. HAMILTON:

Q. What year?—A. Last year, 1873. He engaged me in July. I had that order in my possession all the way up to the 5th day of December, when he came down here endeavoring to sell his property, as he alleged then and afterwards, for the purpose of preventing creditors from getting hold of it. He made some kind of a sale, which he claims to have been a sham one, although he told me it was made in good faith at the time. There was litigation here pending on it at the time.

Q. Are you his attorney?—A. I was here until the date—I am coming

to that directly. I am not in his employ now. I was then. He wanted to make some disposition of what was supposed to be coming to him from the board. He came to me saying that he was threatened with a suit, which is now pending, and was to be brought that day, and some others.

MR. CHRISTY. I desire to suggest this. I understand that the relation of attorney and counsel was continuing during this time, and certain declarations made by Mr. Evans ought not to be given here. I say it because I required Mr. Evans to come here and testify. I feel it to be my duty to suggest that there are disclosures that no court would allow as between an attorney——

THE WITNESS. The answer to that is that they have been allowed, and I am answering them. Mr. Evans made a statement here——

MR. CHRISTY. Not on these subjects; not as to his declarations on these subjects.

THE WITNESS. Yes; he did.

MR. CHRISTY. I do not want to limit the inquiry, but merely suggest that these declarations of Mr. Evans, given under the circumstances they were, are hardly proper to have go in evidence.

THE CHAIRMAN. I think the suggestion you have made is a very proper one for you to make to the witness. That he should be cautious as to his statements so as not to involve the relations he sustains with Mr. Evans, but the committee, I think, will hear whatever he may see proper to say on that subject, if it is pertinent.

THE WITNESS. If the committee please, Mr. Evans was permitted to say a great deal here about me, which, if you will pardon me, was utterly irrelevant, and was in fact trying me; I want to put myself right on the record.

THE CHAIRMAN. Because we were appearing to try you, it is not necessary that you should try Mr. Evans.

THE WITNESS. No, but I wish to defend myself.

THE CHAIRMAN. I think you had better confine your statements, as nearly as you can, to the personal relations.

THE WITNESS. I will depart right here from it. My only object was, not to have Mr. Evans's statements go upon the record without some response from me. I was merely referring to what he himself has made reference, not to anything else to what was developed here.

THE CHAIRMAN. I do not think all that is material.

THE WITNESS. I will depart from that point. I simply refer to it as a matter of justice to myself, and to show what character of man it was that was telling these things. I was employed as an attorney to do his general business, and it went on, as I tell you, and he gave me this order, of which he speaks, this \$20,000 order, on the 28th day of October, and I have it yet. On the 5th day of December when he was down here, as he says, to make some disposition of his property he, in the most unqualified terms, agreed that that order was to be held by me to protect me for services I had already rendered, and what I should render in the future, and I hold in that relation now exactly.

Q. You hold these certificates pursuant to that agreement?—A. Yes, sir. I do not care, so far as I am concerned, about this, and do not care to make any further statement. It was in regard to my relation with him as an attorney that I was anxious to make a statement. I do not care anything about the rest.

By the CHAIRMAN:

Q. I will ask one or two questions. You say in this first interview you made an agreement with Mr. Evans to become his counsel and to



receive five per cent. upon all the collections made after that date?—A. Yes, sir.

Q. And that was in New York, at the corner of Duane street?—A. No, sir; I agreed that I would take hold of his business, but we made the agreement as to that some few days afterward in this city.

Q. You went with Mr. Copeland with a view of making some negotiations?—A. Yes, sir.

Q. He didn't send for you?—A. O, yes, sir; that was the understanding. He and Mr. Copeland had talked about me, and Mr. Copeland had agreed to bring me to him and introduce me.

Q. You were really sent for, then, by him?—A. Why, certainly.

Q. In order that he might have the benefit of your skill and judgment as an attorney?—A. Yes, sir.

Q. Do you know what amount was still due from the board of public works at that time?—A. At that time, as he represented it, there were \$130,000, about, due; but when I came to examine it with the auditor, I think it was shown that there was in the neighborhood of \$92,000 due.

Q. Still due from the board of public works?—A. Yes, sir; but they were holding back, as was their custom, and, mark you, what he claimed to be due after he had performed his contract; but they held back a portion of it as a percentage, as they do always to protect themselves.

Q. What was the total amount then due; I want to get at that; what was the total amount then due from the board of public works, to Mr. Evans, according to your judgment?—A. In round figures, \$93,000 or \$94,000.

Q. You were to receive 5 per cent. of that sum?—A. Yes, sir; of any sum that might be due him.

Q. Now, I may not exactly understand. That is the reason I am asking this question, how you could retain properly twenty-eight thousand dollars, if you were only to receive 5 per cent.?—A. Twenty thousand dollars; this was the amount due at the time—in July or September—whenever it was, he come over here—the amount that was then due him. He did other work. He continued on to do other work. He expected to do a great deal more. He did do more. It was in the future. I did not retain twenty thousand to pay me that percentage on that particular sum. I held this twenty thousand dollars three or four months after they confirmed to me, as a payment for what had been due me before, as might hereafter; that is, if he should secure in the future, some other contracts. Why, of course, it was the agreement all along; in sums thereafter to be paid him by the board of public works.

Q. You were to have an interest in these future contracts, according to Mr. Evans's contract?—A. There is a statement—I do not care to go into details. It is not important to me, but that was not the agreement. I never heard of K street specially.

Q. But you had some conversation with him about your ability to procure contracts with the board?—A. That is not true.

Q. You never made any statement to the effect that you had great influence with Jim Magruder?—A. I never use such language. I am not in the habit of using those terms. I did know Mr. Magruder, but I never alluded to him in such terms; nor Mr. Shepherd.

Q. You never stated to him that you had great influence with the board, and could procure contracts?—A. Never. He told me that Mr. Copeland and other gentlemen, I don't know who they were, had said a great deal that was flattering of me to him. I never told him that. He

has got it confused—to be charitable, he has got it confused with some other persons. Those who know me know that I do not talk in that way.

Q. You retained these twenty thousand dollars to secure you against any loss on account of future payments that might be made by the board with Mr. Evans?—A. No, sir; I would not like to put it in that language—not any loss. I hold that by his agreement as being due me already for my services up to that time, say three or four months, for my services, and in the future that would become due.

Q. How much had you collected from the board?—A. I do not recollect about that.

Q. Up to this time how much have you collected?—A. I have not collected of myself thirty thousand dollars. I took thirty thousand dollars over to him on one occasion, and I was instrumental in getting his accounts settled, and I worked for them. I was not to collect and hold the money in my hands. I was to receive a percentage on all he would receive thereafter from the board.

Q. How much has he received since that time?—A. I don't know. I have been trying to get a statement; I don't recollect about it. I ceased on the day when he wrote the order which he spoke to you of. I ceased then to do business for him, except in so far as I was interested in having a settlement.

Q. You still have the \$20,000?—A. I have.

Q. How much had you received up to that time?—A. O, I hadn't received anything, but \$50,000; I didn't collect it. He collected it; I didn't.

Q. How much was settled up to that time?—A. I cannot say; it may have been \$50,000, or somewhere there. There is coming to him, as he claims, yet one hundred and odd thousand dollars.

By Mr. STEWART:

Q. Didn't you receive something before you received the \$20,000?—A. Yes, sir.

Q. How much?—A. I received three orders, I think; one of a \$1,000, and one of \$3,000, which I paid over to him on his order, and I have the receipts for them. I paid over to some of his employers.

Q. You didn't receive that as fees?—A. No, sir; that is not so. I never got any money; I always got orders.

Q. You didn't get any portion of that as your fees?—A. No, sir.

Q. Then you retained the twenty thousand dollars. Now upon what theory did you retain it exactly?—A. Just as he and I agreed that it was to be, to pay me for services rendered up to that period—the 5th day of December and for my future services. I did go on until a point of time—two months after that when he attempted to annul my order.

Q. Upon what theory was that twenty thousand dollars arrived at?—A. Percentage—O, I beg pardon, I will have to state that afterward, after this agreement for 5 per cent—I do not know whether it was a month or how many weeks, but after that agreement, when he found he was in such bad odor with the board, and was not going to get any more work, he then agreed with me that he would give me a portion—twenty-five or thirty-five cents per yard for any work the board gave him thereafter.

Q. Did the board give him any work thereafter?—A. Yes, sir, 56,000 yards.

Q. And you were to have what portion?—A. It was to vary according to location. He said, for instance, for some on the hill he could not pay me so much. That would only be 20 cents per square yard.

Q. How much down on the hill?—A. I think, as I have been informed, about eight or ten thousand yards; about that.

Q. That would be about 2,000 for that, would it?—A. Yes, sir.

Q. What else?—A. The whole, as I tell you; the work done, including that, as I am informed, is 5,000 yards.

Q. What percentage of that did you pay?—A. Anyhow 25; as I say, it was to be from 25 to 35, according to location.

Q. Why did he agree to give you a percentage on that?—A. Because I was to make an appeal and seek to get him in good odor, and continue to let him have work.

Q. Did you continue to make the appeal?—A. Yes, sir.

Q. Did you get those contracts for him?—A. I cannot say I got them. They did not hand it over to him, but they gave him further work with the understanding that I would see that he kept his promises, and that he performed his work properly.

Q. To whom did you make these appeals?—A. To the board. They were inclined not to give him any work; he was not doing his work well; he was neglecting it. He could do good work, but he was neglecting it in some places.

Q. You knew that, and the board knew it?—A. I did not know it when I began with it. I learned this as we went along.

Q. You continued to appeal to the board when he was neglecting his work?—A. No, sir. He promised to fix it, and he fulfilled his promise. They let him go on, and try other work, and he did it well; that is, the sub-contractors did it for him.

Q. You say he gave you as a fee this \$20,000?—A. I did not say that he gave it to me as a fee, but on account of fees. I have his letter. That states the fact. He did not state that he was to give me this \$20,000. He did not state anything of that kind. He purposely avoided stating that. His theory is, and he charges in his suit—

Q. Has he got a suit against you?—A. Yes, sir; he has brought suit. He has not alleged the agreement in the suit. He simply charges that I have an order of his, and he hears that I am going to convert it to my own use.

By the CHAIRMAN:

Q. Have you converted it to your own use?—A. No, sir. I never did make application to the board. I knew I could not get the money from the board.

Q. You have the certificate in your possession?—A. Yes, sir.

Q. How much is it for?—A. \$20,000.

Q. It is an auditor's certificate?—A. Yes, sir.

Q. You say you have not used it?—A. No, sir.

Q. To whose order is that certificate made payable?—A. To mine; it was understood always. Never until he raised this question in January.

It was always understood to be my property. You see I held it from the 28th day of October. It was when he found he could not trick me out of it that he resorted to this thing.

By Mr. CHRISTY:

Q. When you were employed, in the first instance, you stated that he was in very bad odor?—A. As it turned out.

Q. You succeeded in deodorizing him?—A. No, sir; I don't think I did.

Q. Not entirely?—A. Not at all in that.

Q. I will ask you this: In pursuance of that employment did you not investigate thoroughly the books of the board of public works, rela-



tive to his contracts?—A. I cannot say I did it thoroughly. I did enough to see the condition of his account.

Q. Did you not find the accounts of Mr. Evans in very great confusion?—A. Yes, sir.

Q. And in great uncertainty?—A. Yes, sir.

The CHAIRMAN. I must caution you in the interest of Mr. Warden's client.

Mr. CHRISTY. I am not speaking of the client, for that is not injurious to him, but I remember seeing Mr. Warden one day when he looked very much heated and very much fatigued, and he said to me he had just come from an examination of these books. If he will pardon me for the betrayal of his confidence—I merely want to show the fact——

WITNESS. I do not mean to say to say the books were in great confusion; the trouble is his work was in great confusion, and they could not straighten out the books until it was put in better condition.

Q. It was not because you found any confusion.—A. No, sir.

Q. And you had no difficulty with regard to examination of the books?—A. None at all.

Q. It was merely in regard to his work?—A. Yes, sir. His unfinished work.

Q. Were you not aware of the fact that Mr. Oertly and others had reported his work had been done in a very superior manner?—A. I was not.

Q. And had allowed him largely increased compensation for his work after it had been done for that reason?—A. I never heard of it.

Q. You have interest in that controversy?—A. No, sir.

Q. Nor have you read the answer prepared by the learned counsel in this case upon that subject?—A. No, sir.

BENJAMIN R. NICKERSON, recalled.

My attention has been called to an inaccuracy in my testimony. In one place I am made to say in the report in answer to Mr. Wilson's cross-examination—it seems he cross-examined me about East Capitol street. I supposed he was cross-questioning me about what I had been stating with reference to Pennsylvania avenue; but it seems he was asking me about East Capitol street, consequently what I said on that subject applies to Pennsylvania avenue—to work done by De Golyer & McClellan, not to work done by another man on East Capitol street.

Then again I am made to say that Mr. Dent, now dead, informed me that he had made a contract with Mr. Chittenden for \$10,000 for his services, and that afterward Mr. Chittenden got the contract. If I so stated I did not so mean. I do not think I so stated. It was Mr. Page. He was the man who made the statement, and not Mr. Dent. With reference to what I stated with regard to the quality and workmanship of work particularly under the charge of Mr. De Golyer, and supervision of Mr. Quinby, I was referring to Pennsylvania avenue laid by them in 1872, and not to the work done subsequently by their assignees, who succeeded to the contract, and finished up that part of the contract so far as it has gone. Their work under the charge of Messrs. Whitney & Ray, so far as I have had an opportunity of judging, is vastly better work. I refer particularly to the work done by De Golyer & McClellan.

I made another remark which, if the committee will allow me, I prefer to go upon the record in a little different shape than what it is there. I was asked the question, what I would say if Mr. De Golyer was present in reference to his manner of executing the contracts? I stated

I would say to him that he was an unscrupulous contractor. I say so still, but I prefer, rather than to have my judgment as to what an unscrupulous contractor is, to state two or three circumstances upon which I based that statement.

The CHAIRMAN. That is unnecessary.

The WITNESS. To me it is a matter of opinion; I had rather state the fact.

Mr. WILSON. That is, in relation to the manner in which he did his work.

The WITNESS. Exactly.

The CHAIRMAN. You can state any fact in relation to this work.

Mr. MATTINGLY. Was it in regard to this work?

The WITNESS. Not in regard to this work.

The CHAIRMAN. Then you need not state it.

The WITNESS. It is in reference to work done in Chicago.

By Mr. STEWART:

Q. Do you know Mr. Kirtland?—A. Yes, sir.

Q. How long have you known him?—A. I met him here last spring, it is two years ago.

Q. You have stated you were interested in having this contract awarded, because you expected to procure the work?—A. I was here a long time before Kirtland was.

Q. Did you come in contact with Mr. Kirtland pending these negotiations that have been testified to?—A. I met Mr. Kirtland occasionally; we met at the Arlington; I saw him once at De Golyer & McClellan's office; I have seen him upon the streets, more particularly driving a pair of fast horses.

Q. During the spring of 1872, in April, May, and then into summer, and generally during that period, did you see him?—A. I saw him frequently.

Q. Did you have any interest in what he was doing?—A. Well, sir, I had an interest in what it turns out he claims to be doing, but precisely what he was doing I do not think I had much interest in.

Q. Did you have any means of knowing whether he participated in procuring this contract or not?—A. I do not think Colonel Kirtland ever used influence that was beneficial in any sense to this contract, or that in any way pertained to these parties' interests. I never thought so, and do not think so now.

Q. Why don't you think so?—A. Because he is a kind of man that if he came to me and asked me I would not give him \$12 for work for me. He was that style of man.

Q. Did you know at the time he was that style of man?—A. Yes, sir.

Q. What circumstances led you to know it?—A. My attention was called to it. I do not know, but that perhaps a little out of the range of what I ought to say, but my attention was called to him as being a shyster. Mr. Page, of the firm of Dent & Page, called my attention to the style of man he was, more particularly.

Q. Mr. Page was taking some interest in getting this contract?—A. Yes, sir. Mr. Page had made an arrangement with Mr. Chittenden, so he told me, whereby he was to receive a fee of \$10,000 upon the award of the contract that he was endeavoring to get for De Golyer & McClellan. Mr. Page talked to me—I was interested with Mr. Page in some matters in New York. I knew Mr. Page very well. Hence we talked about it. I was in favor of their getting the contract and saying what I could, legitimately, in my way to favor their interests. Their interests

were identical with mine so far as a portion of the business was concerned. There was no hostility; on the contrary, friendship.

Q. Were you present when Mr. Chittenden said this morning that the only influence he knew of Kirtland using was the influence of Mr. Page?—A. Well, this matter of which I spoke is about all the influence he ever had, and I think about the last he will have.

Q. Do you know the reason why they wanted to keep you still?—A. Yes, sir; I think so.

Q. Can you state it a little more definitely?—A. I came here, by the way, not on my own responsibility. I came here looking after the establishment of the business in which I was engaged; and I communicated to De Golyer & McClellan, and finally Mr. Chittenden came on.

Q. You were here first negotiating?—A. Yes, sir; a long time before he was. They had been talking this thing up. The board of public works, by the way, had advertised for parties having different pavements and different patents to come forward before them and exhibit them, before Mr. Chittenden came here.

Q. Did you get at his object in keeping you still?—A. Mr. Chittenden was rather reticent as to his exact object, but he told me that he had seen Mr. Huntington, and asked me if I knew him, and asked me how I knew him; and I told him what I thought of him, and he told me he had already made some negotiations with Mr. Huntington, and I rather ridiculed the idea of his considering that that was the ultimatum of what a man ought to do in a business transaction. Now, in a single word, I see all you want to get at. Mr. Chittenden's idea was this. That I was here in my own right, and in my own way, doing my own business. And he came here, having subsequently made an arrangement with De Golyer and McClellan to obtain an interest as he has stated. I presume he made it. He came here; and finding Mr. Chittenden did all he could to keep me from saying or doing anything in connection with it; because he could, through Mr. Huntington, do better for me than I could do, which I well knew meant Chittenden and Chittenden's interest in the affair. He meant that if the contract was awarded he would get his percentage, and if I was conspicuous in the matter it would detract from Mr. Chittenden and his interest and popularity, if you please.

Q. How was it after the death of Mr. Huntington?—A. He came to me after that. In fact I went to his room, and the morning before he was up—the morning Mr. Huntington died—and we had a talk upon the subject, and he then said that we should have to take some other steps—to get some other parties to represent our interests and to carry out the arrangement that was already on foot.

Q. What did you say about that?—A. I said that that was all very well. Of course I was not, mark you, objecting to Mr. Chittenden, because De Golyer and McClellan seemed to think Chittenden was the better man of the two; perhaps he was; I am not saying he was not. After two or three days I met him every day, perhaps, several times a day, and this thing was spoken of from time to time, and then he told me as I have already stated, that he had obtained the party.

Q. Did he tell you who he had obtained?—A. No, sir; that was one of Mr. Chittenden's strong points, never to name anything that was definite. He studiously avoided and purposely avoided telling me that. He stated to me that he had many warm friends and powerful influence, and the thing was very smooth, and all it wanted was to be let severely alone, and he hoped I would not interfere; and above everything else I should not say anything to Governor Cooke. I told him I had seen



Governor Cooke, and he was very particular to know what I had said. I told him about all I had said—that was simply a matter of business. He said he was very sorry that anything had been said to him; that the thing was so very smooth that he would like to have it let alone. These were the arguments he used.

Q. He was afraid you might hurt the plan?—A. He was afraid I would interfere with his plans.

Q. Was he afraid that your recommendation would injure it?—A. No, sir; he was very anxious I should recommend it. I went before the board twice, certainly, and I do not know but three times, and exhibited the evidences and specimens, and made the argument twice, certainly.

By the CHAIRMAN:

Q. How did you come to go to Mr. Chittenden before breakfast, on the occasion of the death of Mr. Huntington?—A. I heard Mr. Huntington was dead early in the morning, and knowing that Mr. Chittenden's main reliance was on Mr. Huntington, I started for the Arlington. I was stopping at the Imperial, I think. I went to the Arlington and went to Mr. Chittenden's room before he was up. I will state here that he had been to New York a day or two, and I think he arrived the night before. I told him Mr. Huntington was dead. He said, "No, it cannot be; I was there at 12 o'clock last night, and they had a counsel of physicians, and he was a great deal better." He said, "There was some mistake about it." I said there was no mistake, Mr. Huntington is dead. He got himself up and came down-stairs, and sure enough he was finally made to believe that he was dead.

Q. And you say that then it was concluded that you must get somebody else to carry out the arrangement; Mr. Chittenden said that?—A. Yes, sir.

Q. What arrangement was that, to carry out the arrangements you had on foot?—A. Yes, sir.

Q. What arrangement was that?—A. The arrangement in relation to securing of a contract. Mr. Chittenden, as you will understand, had told me a dozen times or more that Mr. Huntington's influence and situation were of a character that would insure the contract, which idea I ridiculed. I told him it was absurd. I did this when he first talked with me of endeavoring to prevent his placing too much confidence in Mr. Huntington's ability to carry out any such arrangement or being able to.

Q. Why did you say that?—A. I have no objection to tell you, although it does not apply to this particular case.

Q. Why did you believe Mr. Huntington had no influence with the board?—A. I did not say he had no influence with the board. I mean to say that he had not the influence that Mr. Chittenden assumed he had. I did suppose he had some influence with every gentleman he met, for Mr. Huntington was a very able and shrewd man.

The CHAIRMAN. I do not care to press that question.

A. I would rather you would not. It is not a matter pertaining to this matter at all.

Q. When did you first know Mr. Kirtland?—A. As I stated while this negotiation was pending he dropped in sight here. I saw him on the street. I saw him here for some weeks without knowing who he was. One day I met him in De Golyer's office.

Q. Did you know that Mr. Kirtland had any connection whatever with Mr. Chittenden?—A. I knew that he was in conversation with Mr.

Chittenden. I did not know that Mr. Chittenden placed any reliance whatever upon him.

Q. Did you know at the time that Mr. Kirtland was using any influence or operating in any way to secure a contract for Mr. Chittenden? A. No, sir; I did not know it then and I do not believe it now. I did not believe he did use any influence. I do not believe he had any.

Q. Do you know Mr. Brown?—A. Yes, sir; I know Mr. Brown. I met him frequently.

Q. Did you know Mr. Brown was operating in this way?—A. No, sir.

Q. Did you not go with Mr. Brown and Mr. Parsons to the rooms of the board?—A. No, sir.

Q. You were not present at this argument?—A. No, sir.

Q. Did you not go on the 20th of February?—A. Yes, sir. I was there, and made an argument before the board.

Q. Mr. Brown was not with you then?—A. No, sir.

Q. Did you know Mr. Brown was employed by Mr. Chittenden?—A. No, sir; Mr. Brown avoided every reference to anything of the kind; I will say he avoided it. I mean to say he did not communicate anything.

Q. You were in constant communication with Mr. Chittenden on this subject?—A. Yes, sir.

Q. You were interested as the patentee or owner of the patent process, in securing this contract?—A. Yes, sir.

Q. And you had frequent talks with Mr. Chittenden on the subject?—A. Very frequently.

Q. Did you see what he was doing?—A. Yes, sir.

Q. Did he ever tell you?—A. He told me he thought they were getting along very fine, and that he was assured. I am now speaking up to the time of Mr. Huntington's death. I am speaking of the time that elapsed after the death of Mr. Huntington, subsequent to that time. He assured me every time the question was up that he had secured the proper arrangements for carrying out substantially what had been secured with Mr. Huntington. He stated that Mr. Huntington had secured a promise and the assurance that the contract should be awarded, and that Mr. Huntington had secured it, and would have obtained it in a few days subsequent to his death. His death cut it off, and he had secured the services of other parties. My idea was that in the same line and the same men Mr. Huntington had been associated with had been substantially continued, and the arrangements were absolutely to be carried out.

Q. Who were those men?—A. Mr. Chittenden never informed me; whatever he knew definitely he cautiously concealed.

Q. Had you any idea who those men were?—A. Well, he informed me—yes, sir; I had an idea who they were. My idea was that Governor Cooke was the main man that Mr. Chittenden assumed to me to be relying upon, and I will tell you the reason I say that. He referred to Governor Cooke in the same connection, and said that Governor Cooke was a warm friend, and that he was warmly enlisted in such improvements, and was peculiarly partial to our pavement, and that he had every confidence in Governor Cooke's best wishes, and, if you please, offices in the premises. He did not say he had absolutely made an arrangement with Governor Cooke.

Mr. MERRICK. The witness has already deposed to that in his examination-in-chief.

By Mr. STEWART :

Q. Did you know of anything between Kirtland and Cooke ? Did you ever see them together ?—A. No, sir ; I don't believe Governor Cooke knows him. I don't know, but I don't believe Mr. Kirtland has ever officiated in the matter.

By Mr. WILSON :

Q. Have you ever paid any money to secure contracts for yourself or for De Golyer & McClellan ?—A. I have not for securing contracts at all.

Q. Directly or indirectly ?—No, sir.

Q. Have you paid out any sums of money in connection in any way with contracts ?—A. Yes, sir ; and a good many dollars that I would like to get back.

Q. To whom did you pay it ?—A. I have got a little ledger up there if you would like to see it.

Q. Paid out in connection with these contracts ?—A. With the execution of the contracts and the establishment of the business. If you mean procuring the contracts, I say no.

Q. What were the moneys you paid out for ?—A. Buying machinery, &c.

Q. I am not speaking about that.—A. I suppose you were not. I have not paid money to parties to assist me, nor have I paid it to anybody, directly or indirectly, to obtain contracts.

Q. Have you been asked to place amounts of money with any person with reference to the procurement of contracts ?—A. Yes, sir.

Q. By whom were you asked to do that ?—A. By D. W. Smith. He is a contractor here. He lives at Williamsport.

Q. And with whom were you to place the money ?—A. He wanted that I should place a thousand dollars of it with him, but I took occasion to decline.

Q. For what purpose ?—A. That it was necessary to secure our interest. I mean particularly the interest of Smith ; and the reason I may add, because I am using and treating lumber for Smith, and that he considered I should pay a portion of it, and hence he comes to me and asks me to furnish a thousand dollars of the four thousand dollars which he had that morning given his notes for, for the purpose of securing the execution and continuance of his contract.

Q. To whom had he given that note ?—A. To his lawyer.

Q. Who was his lawyer ?—A. His name was Jeffries.

Q. What was Jeffries to do for this \$4,000 ?—A. My dear sir, Mr. Smith came to me to pay \$1,000 of it, and I absolutely refused, and he said he had already given his note to Mr. Jeffries. Mr. Jeffries was a man of large influence.

Q. To do what ?—A. To keep him right side up.

Q. To do what ; was that to get a contract ?—A. No, sir. He had already had a contract. It was to protect him in his contract is the exact idea.

Q. Were you called upon by anybody else at any time, to place any amounts of money in any other place than you have named ?—A. It does not occur to me that I have.

Q. Give us your best impression on that subject ?—A. That is my best impression.

Q. Were you ever at any time called upon or asked to place any sum of money, or sums of money in the hands of Henry D. Cooke ?—A. No, sir.



The WITNESS. The last question I answered there, I do not know that I got the proper idea; whether I had been asked by anybody to pay them any money, or to advance any money.

Q. I asked you if you had been asked by any person to place any money in anybody's hands?—A. No, sir; not in such a sense as you suggest.

Q. And you never were asked to place any money in the hands of Mr. Cooke?—A. I never was.

Q. Did you ever state that you had been asked to do so?—A. No, sir.

Q. Or anybody?—A. No, sir.

Q. Have you not stated that you were asked to place certain sums of money with Henry D. Cooke by any member of the board of public works or of the District government?—A. No, sir; I never said that to anybody or anything like it.

Q. Have you not said substantially that you replied that you had contributed enough already, and that you had been forced into your fighting corner now and you would not contribute another dollar, and that your contracts had cost you several thousand dollars?—A. Yes, sir; I have said a portion of what you stated there.

Q. What was it you have said?—A. I now refer to what I said to Mr. Quinby, if that is the man you refer to; Mr. Quinby called upon me, as I said, to have me see him, and with his hand behind him. I told him in round numbers, and with emphasis, that not only had I got through with that sort of thing, but I had paid the last dollar, if you please, to the last blackmailer that ever need approach me.

Q. Had you been paying any money to any blackmailers?—A. Well, now, I don't know that I ever referred to having paid any money to any of them.

Q. What had you done?—A. I say I had not paid them.

Q. What had you done that made you use such an expression as that?—A. Because I have been in the habit of being called upon every day, perhaps, in the week by some curb-stone broker to have me pay him something or do something for some service that he could possibly render me. I generally said no, with a sort of emphasis which caused them generally to leave me.

Q. Did you ever solicit the influence of any contractor in order to get contracts for yourself; and, if so, whose influence did you solicit?—A. No, sir. I have assisted contractors in every way that were running in my line and disposed to treat their lumber and use my process. I have run with that crowd all the time, wherever I find them.

Q. Did you make any statement of the kind I have asked you about to General Denver, of this city?—A. I am well acquainted with General Denver, and I have conversed with him about District affairs, and about the state of affairs generally in this District, and the way that contractors were compelled to transact their business, and the injustice there was in not being paid according to the contract, and being forced to accept paper that they could not use, and made to sacrifice more than their profits in shaving their paper, if compelled so to do.

Q. But nothing of the kind I have been interrogating you about?—A. No, sir. I might have said to General Jeffries, and rather think I did say to him, that I had stood it as long as I intended to stand it, and that I would neither be satisfied nor would I accept of the promises to pay. In other words, certificates of indebtedness without a promise to pay, and without interest upon my money.

Q. Now, in that connection did you tell General Jeffries that you

were in possession of facts which you would use against the board if they did not settle with you?—A. No, sir; I never said that.

Q. Did you ever tell that to Thornton Smith, or something to that effect? You know him; he lives here in the city.—A. I know little Smith.

Q. He was a witness here?—A. I have not seen him on the stand; but I have seen the testimony of Mr. Smith, and I suppose I know the man you refer to.

Q. Did you ever tell anything of that kind to him?—A. I never said to him in language varying in substance from what I have stated to you.

Q. Do you know why it has been that Page could not get this contract for De Golyer and McClellan?—A. Well, no, sir; I don't know why he could not, for Mr. Page claimed to me time and again that he had friends and influence and the promise of contracts. Not that alone, but other contracts; and he negotiated for their sale, to my knowledge, of other contracts, and the terms were fixed for their sale.

Q. Page negotiated for the sale of contracts?—A. Yes, sir; I know he did; more than one.

Q. Just tell us what contracts Page negotiated for the sale of, or at what rate?—A. He negotiated with me for a contract of 50,000 yards at \$3.50; for which he was to receive 25 cents a yard bonus, when the contract was awarded and I had made the arrangement to turn the contract over to De Golyer & McClellan, or McClellan, Jenkins & Co.

Q. At what percentage were you to turn it over?—A. \$3.50.

Q. What were you to get?—A. 25 cents.

Q. And Page 25 cents?—A. Yes, sir.

Q. And somebody else to do the work?—A. Entirely so.

Q. Could they afford to do it?—A. I don't know.

Q. They were willing to take it at those rates?—A. Yes, sir.

Q. Did Mr. Page get this contract?—A. I didn't get it, if he did.

Q. Was that contract awarded?—A. Not to my knowledge. I am of the opinion it was not.

Q. Do you know where the street was?—A. It was not designated. It has not been the plan in those things to designate the street, generally.

Q. What has been the general plan in the way of letting out these contracts, as you understand it?

The WITNESS. In what respect?

Q. To just make a contract to do so much paving and then the street designated afterward?—A. Yes, sir; I think so.

Q. Has that been the general plan pursued in this city?—A. I think so. I think it has not been common when contracts were awarded to designate the street. I have seen several contracts but never saw one where the street was named.

Q. Do you know of any ring in this city that had to be propitiated or paid before contracts could be awarded?—A. I have heard from the time I came in, perhaps, and before that, that nothing could be done in Washington—and, by-the-way, it is not peculiar to Washington. I was at Pittsburgh, and the same thing was said there.

Mr. WILSON. We will not try Pittsburg now.

The WITNESS. In Washington, then, a ring had to be propitiated, and Mr. Huntington was the head of the ring.

Q. As this is a matter of which the air is full, and we want to see whether there is any substantial foundation upon which it may rest, and to settle it for once and for all, I would like to know who the other parties to that ring, as you understand it, were.

The WITNESS. Mark you, I don't say Mr. Huntington was the head of the ring.

Mr. WILSON. Mr. Huntington is dead now; if there is anybody else implicated as being in such a ring as that, it would be gratifying to know it.

The WITNESS. Mr. Page, in conversation with me, several times—but, by-the-way, he was nearly as reticent of names as Mr. Chittenden. He told me—

Mr. MATTINGLY. I submit to the committee whether this is, in any sense of the word, competent. Is it testimony to prove anything?

The CHAIRMAN. I do not think it is.

Mr. WILSON. I do not think it is myself, but the air is full of this rumor about a ring that exists here; and if this District government wants to be thoroughly vindicated, and the public mind set at rest upon this question, I do not see any other way than to find out who are the reputed members of this ring, and then have them brought here, and let them say that there is nothing in it.

Governor SHEPHERD. That is right; that is what I want.

Mr. MATTINGLY. There is no objection to that, but I object to Mr. Nickerson being allowed to state that Mr. Page told him so and so.

Mr. WILSON. Certainly, this town is full of this report.

Mr. MATTINGLY. Summon Mr. Page here, and let him tell what he knows about it.

Mr. WILSON. If you do not want to be vindicated—

Governor SHEPHERD. That is what we do want. We want you to go through this thing; to go to the bottom of it.

Mr. WILSON. If there is nothing in all this talk, I think it ought to be shown. Let these rumors be dispelled.

The WITNESS. It has been my judgment through the whole affair that there is nothing—

Mr. WILSON. If the governor's counsel doesn't want this vindication, why very well.

Mr. MATTINGLY. We want our vindication to be made in a proper manner. I very readily see where the introduction of this class of testimony will lead. If witnesses are to be called here, like Mr. Nickerson, to say that the air is full of rumors, and that the only way that they could get a contract was through that ring—

The WITNESS. I have not said that.

Mr. MATTINGLY. That was the purport of the question.

Mr. WILSON. Not at all.

Mr. MATTINGLY. As to whether the air is not full of rumors that the only way to obtain a contract is through a certain ring, and that that ring is to be propitiated?

Mr. WILSON. If you are content to leave this thing just in the shape it is, I have no objection.

Mr. MATTINGLY. I have sufficient knowledge of human nature, and I presume that you have, Mr. Wilson, to know this, that in any city where extensive improvements are being made, involving the giving out of large contracts, that the human mind being more prone to believe evil than good, that men naturally suppose that these things are conducted through a ring. In many places I have no doubt they are conducted through a ring, though I deny such is the case here; but I say this is no way to prove it by having witnesses to come here and give their inferences and to state vague rumors that have no foundation in fact.

Mr. WILSON. You misapprehend me. I was trying to get the names



of those parties. As one of the committee, my purpose was when their names were ascertained, to bring them here and have them say if there is anything in it. If there is not anything in it, this board of public works has a right to have this community know it.

Mr. MATTINGLY. We certainly expect to satisfy the committee before we get through, and in a proper and legitimate way that there is nothing in these vague rumors.

Mr. WILSON. I am sure I do not know whether there is anything in it or not.

The CHAIRMAN. As I understand it, Mr. Mattingly objected to the statement of Mr. Page being introduced by this witness. I stated, of course, only as one of the committee, my view, that I did not think it was proper evidence. I did not intend to speak for other gentlemen of the committee, for I had not consulted with them. Mr. Page, as I understand it, is an attorney in this city, and I presume he is a proper witness to bring upon this point. Therefore, I do not think that it is proper for this witness to repeat here what Mr. Page said to him.

Mr. MERRICK. I understand he is in the West Indies, at the present time.

The CHAIRMAN. Then I should say, for that reason, I should have more hesitation in having introduced here what Mr. Page may have said to this witness.

The WITNESS. I choose not to speak of what Mr. Page said.

Mr. WILSON. My purpose, Mr. Chairman, and my question was put with a view of getting the names of the parties that this gentleman had understood belonged to this ring, so called.

The CHAIRMAN. I understand perfectly well the purpose of Mr. Wilson. I have nothing to say as to that purpose, except to remark that I am in perfect accord with him. I did object on my own account, as I have said, to Mr. Nickerson's repeating what Mr. Page had said to him. I do not think it is proper testimony for this committee to introduce, especially when it is for the purpose, perhaps, of making statements that may not be proved about gentlemen, either in this city, or elsewhere.

The WITNESS. I have already said that Mr. Page was very reticent; entirely so; purposely so, in giving names. He told me he had influence, and large influence.

By the CHAIRMAN:

Q. Why don't you answer Mr. Wilson's question?

Mr. WILSON. I care nothing further about it.

The CHAIRMAN. I will repeat the question. The question is, if it is not generally understood that there is a ring in this city that must be propitiated before contracts can be awarded? Now, if there is such a ring, name those who compose it.

The WITNESS. I can say that it is the general impression. I say that when I came here that was the impression given me. I got that impression more particularly from what I saw when Pennsylvania avenue was laid under the late commission.

By Mr. STEWART:

Q. Have you investigated to find out about this ring? You have been here some time.—A. Yes, sir.

Q. What have you found out?—A. I have found out that there was a lot of shysters around here that pretended that they control parties, both in office and out of office, and that all they had to do was to go to them and get what they wanted; and that those parties could only be

seen through them; that they could fix up the thing if anybody could, and in ninety-nine cases out of a hundred I found that such parties were utterly without any influence whatever; and that they were only playing on the credulity of men who were fools enough to employ them.

By Mr. WILSON:

Q. The fact that there was such a combination has been pretty generally believed about this city?—A. I think there is a large percentage of people believe there was a ring, so called, that were managing to a very great extent to monopolize all that was valuable in contracts in this city.

Mr. WILSON. So I suppose.

The CHAIRMAN. Name those men.

The WITNESS. It is a very difficult thing to name parties.

Mr. STEWART. I want to know who they are.

Mr. WILSON. Why anybody should want to cut off an investigation of that kind I cannot imagine.

Mr. MATTINGLY. I do not want to cut off any investigation at all, but I want the facts to be arrived at in a proper manner, and in a way that will leave no misapprehension or confusion in regard to them. I do not think it is proper that this committee should sit here to listen to the mere say so of parties—the mere statement of one party to another, about rumors in the community, without anything upon which to base such rumors.

Mr. WILSON. There is no man on earth who has ever had anything to do with the law that would suppose anybody would accept that kind of statement as evidence, but for the purpose of getting at the facts of the case it might be of infinite importance.

Mr. MATTINGLY. It is the first time I have ever heard of a fact being attempted to be proved by rumors.

Mr. WILSON. Nobody pretended to want to prove facts by rumors.

Mr. HARRINGTON. You cannot convict a man by general reputation.

Mr. WILSON. I do not suppose you can.

Mr. HARRINGTON. I was answering the question of Mr. Christy, Mr. Wilson; I was not speaking in regard to your question, sir.

Mr. WILSON. It has been stated here from the beginning that the District government wanted this thing thoroughly investigated, and I have no doubt they do.

Governor SHEPHERD. I do most assuredly. I want the whole thing sifted to the bottom.

Mr. WILSON. If we close this investigation without thoroughly investigating and dispelling all these rumors, this community will still be as dissatisfied as when we began. I would like to make a clean thing of it.

Mr. HUBBELL. My objection is taking the statement from Mr. Nickerson here as to what somebody told him as to what somebody else said exists. If he can give the name of any person, or any set of persons who compose such a ring as he speaks of, then I want the names of those persons.

Mr. MATTINGLY. Anybody who knows there is such a ring.

The WITNESS. All I say is that impressiions were prevailing here that there were parties in the city who composed a ring who had to be propitiated in order to render it possible to get contracts.

By Mr. STEWART.

Q. Did you ever find anybody among these numerous curbstone

brokers who did not pretend to have control of what they called the ring?

The WITNESS. They generally claimed to have control.

Q. How many men did you find in the course of your investigation that had control of this ring?—A. I do not believe there was one of them who really had control of any ring. I think it is all bosh, as a rule, from the beginning; and these pretenders were simply nothing more than sharks about the street seeking whom they might devour.

Q. How many men have you met during the last three years that pretended they could sell out the ring?

The WITNESS. Do you mean shysters? Well, I guess about three thousand. [Laughter.]

Mr. HARRINGTON. How many have you found who pretend they can sell out Congress? [Laughter.]

A. O, about the same number.

By Mr. HUBBELL.

Q. In your own mind, did you have any idea of the persons who composed that ring?—A. I have never believed myself with reference to a ring in any such sense as it has been generally understood to exist. That there have been parties associated in various ways for their own purposes I never entertained a doubt, and I do not now; but I do not believe there is any ring.

Q. Who are the parties? Give their names. Give what they said or did.—A. Well, sir, I am telling you what my opinion is, from such evidences as I have had in my possession. It is very difficult to give names.

Q. Give the names of any whom you suppose to be connected with that ring or with these combinations.—A. Well, sir, I refer to the public rumors; and it has turned out—some facts about them; more than I supposed was the case—that the contractors met for the purpose of making a combination among themselves, and then to proceed with the combination to compel or influence or obtain contracts in their own behalf, driving other people out.

Q. You dodge my question. You have stated that you were under the impression that Mr. Huntington and Mr. Page were in some sort of combination by which they had influence with other parties.—A. That is what they claimed to have.

Q. Give the names of other parties.—A. I do not know them.

Q. Who do you think they were? Give us your impression.—A. I should think—take Mr. Huntington as a specimen. I should think that Mr. Huntington—I was introduced to Mr. Huntington. He was the cashier of the First National Bank—a man who was not only a shrewd and an able man, but was a man at the head of jobbing in this city; and, any party coming here—

Q. That does not answer the question.—A. I prefer not to speak of Mr. Huntington, because he is dead.

Q. You have named Mr. Huntington, and said you had reason, or the impression was created on your mind, that Mr. Huntington and Mr. Page were here combining with other parties. Now, was there any impression given to you as to who those parties were?—A. No, sir; neither of them gave me any names; but, on the contrary, they talked to me in a way as though they did intend to give me names, if they had them.

Q. Did you form any idea in your own mind as to who they were?—

A. No, sir; no distinct idea.



The CHAIRMAN. I think the committee are in accord, and in thorough accord, with reference to the question propounded by Mr. Wilson. The first charge made by these memorialists is, that there was a conspiracy in this city for procuring contracts, and engaging in other operations. Now, if this witness can state the names of these conspirators, either by common rumor or otherwise, the committee desire to know—whether it came from Mr. Page, Mr. Jones, or anybody else—they desire to know so far as he has any knowledge. He is a contractor, and has watched these contracts from the beginning. We want to know the names of these conspirators, or these men, who have controlled this board of public works.

Mr. MATTINGLY. That we have no objection to, but earnestly desire that the witness may be called upon to give any information he may have of that character.

By the CHAIRMAN :

Q. Now, just give the names.—A. I told you two or three times that no names were given, and I don't assume——

By Mr. BASS :

Q. You were asked by Mr. Wilson what Mr. Page told you the names were. Answer that question.—A. I stated distinctly that Mr. Page cautiously and purposely avoided telling me.

Q. He did not give you the names?—A. No, sir.

By Mr. WILSON :

Q. I was trying to get from you the names Mr. Page gave as being the parties connected with this ring.—A. Mr. Page was too sharp a negotiator to give names, for he was negotiating for himself. These people are very cautious about giving names. Nine-tenths of them have not got any to give, is the reason why.

Q. Is that your knowledge, or conjecture?—A. It is my knowledge. My experience among them has been that they attempt to humbug you by trying to make you believe that they have some great influence, when they do not possess any at all.

Q. Have you any knowledge as to why it was Mr. Page could not get contracts?—A. No, sir ; I cannot say why it was. He told me he was unable to get a contract. He kept putting the question off until the arrangement I had made for their disposition had passed, and consequently I had no object in pursuing the thing further. I do not think Mr. Page got any contract.

By Mr. MATTINGLY :

Q. Do you know whether the board of public works, or any member of the board of public works, has, in giving out any contracts, been influenced or controlled by anybody, either corruptly or incorruptly—in any manner?—A. No, sir ; I do not believe they have been controlled by anybody.

By Mr. HARRINGTON :

Q. They have generally been pretty hard to manage, have they not?—A. Well, yes.

Q. Was I right in understanding you to use the term curbstone-broker?—A. I have used that term, sir ; I do not know what you understood.

Q. Are you able now to refer to any of these curbstone-brokers, or did you include that with the shyster?—A. When I used the term shyster, I did not apply them to lawyers necessarily. I meant to state

hangers-on, whether they were originally lawyers and broken down, or otherwise, that are hanging about the streets and hotels. A man cannot go and take a square drink unless he has half a dozen at his elbow. Wherever you go you meet them, and they have all got influence; they all expect something; they sometimes get it. I sometimes give them a drink, and that is about all.

By Mr. WILSON:

Q. More likely to be at your elbow when you took a square drink than at any other time?—A. I found them rather thicker at that time than at any other. You find them everywhere. I do not mean lawyers necessarily. I mean the class of men here without any visible means of support, who are endeavoring to get something out of somebody for something that they do not possess and never can obtain.

By Mr. CHRISTY:

Q. You spoke of a note to which you were asked by D. W. Smith?—A. Yes, sir.

Q. Do you remember the date of that application?—A. I do not remember the date, but if it is important I can give you the date within two days.

Q. It is only important for this reason: the impression is upon my mind that that had relation to those arrangements already testified to by Mr. Jones.—A. I will relieve you of that, because when this other \$15,000 matter came out I compared the thing and found it was another arrangement. You are entirely mistaken; it is entirely distinct, and I can bring you dates to show that it is. I was disgusted when I found that he got \$15,000 in one way, and then turned around and expected \$4,000 for another, for what I supposed he had not the influence or power to obtain. I so told Mr. Smith, that I would not give him a cent, and that he had better abandon that kind of speculation. I speak of that class of men. He is a clever gentleman when he stands by himself.

Q. Then this did not relate to the arrangement between Jones as trustee?—A. No, sir; it was afterward, and it was entirely a distinct matter, and Smith gave his note that morning, as he told me, for \$4,000 for services that he was to render to keep him in his interest and right side up in connection with his contract, and he said that inasmuch as he was paying me a large amount for sawing and treating lumber, that it was no more than just that I should pay my *pro rata* share. I asked him about how much, and he told me about \$1,000, and I told him I would not pay a thousand cents to him or anybody else. I denounced the whole system with some severity, and so I did to this man Quinby. There is one thing I see on my note here. The question was asked me whether or not the price at which I sold this lumber was the market price, or was above or below the market price. I see by reference to the report that I said it was below the market price, or rather below. I now wish to state distinctly what came under my own observation.

The CHAIRMAN. Well, I would not go into detail about that.

The WITNESS. It is a wrong impression that you got; it is below, sir.

By Mr. WILSON:

Q. State how much below. A. I bought—

Q. We do not care about details.—A. Very well; I bought 500,000 at \$17.50 instead of \$18.25; there was 800,000 sold on my dock for \$13.25 subsequently. Those are transactions that came under my own observation personally, all of which were below what other people were paying for lumber, and very considerably below.

JOHN M. BUTLER, having been duly sworn, testified as follows: —

MR. CHRISTY. We wish to have the witness examined on the subject of the 36-inch iron main, about which testimony has been heard heretofore.

By the CHAIRMAN:

Question. What do you know about this 36-inch main?—Answer. There has been a good deal of time which has elapsed since I knew anything about it; but I can state just what I know. I was sent over by Mr. Austin P. Brown; I was then a clerk for him or an employé, and went to Baltimore to purchase all the pipe, several millions of pounds. That was, I think, on the 17th of August, 1871, [referring to memorandum.]

Q. You purchased all the pipe, did you?—A. That is, I supposed I had. I got a price given me when I was over there.

Q. From whom did you purchase?—A. From Mr. Benson.

Q. For whom?—A. For Mr. Austin P. Brown.

Q. Of this city?—A. Yes, sir; I had instructions to go over to buy it, and I bought it, so far as I know and understood.

Q. Do you remember how many feet you purchased?—A. There was no definite fixed number of pounds, because they did not know themselves, as I understood.

Q. You bought whatever was necessary, at so much a pound, for Austin P. Brown?—A. Yes, sir.

Q. Was that pipe afterward put in?—A. No, sir; I do not think it was. I would not say positively, but I do not think it was put in.

Q. Was it delivered here to Mr. Austin P. Brown?—A. No, sir.

Q. You purchased it?—A. Yes, sir; to the best of my knowledge and belief, I purchased it.

MR. CHRISTY. I want the subsequent transactions that defeated this purchase, if they are within the knowledge of the witness, and who were interested in the contract subsequently.

By the CHAIRMAN:

Q. This pipe was not put down you say?—A. No, sir.

Q. What do you know about the subsequent proceedings?—A. I should not want to state of my own knowledge what I do know; I should not want to say anything about it; I do not want to tell, because I do not know exactly.

Q. State what you know.—A. I have already stated that I went over to Baltimore, under orders of Austin P. Brown, to purchase the pipe, and bought it on the 17th of October, [August,] and can produce telegrams to that effect.

By Mr. CHRISTY:

Q. Who was Austin P. Brown?—A. A son of S. P. Brown, who was then one of the members of the board of public works.

MR. CHRISTY. I would like to have the witness produce the telegrams that he received.

MR. HARRINGTON. What is the object of this, Mr. Christy?

THE CHAIRMAN. I was about to ask that of Mr. Christy. It is in evidence that this 36-inch main was under the joint control of the governor of the District and an engineer of the Army.

MR. CHRISTY. That is true, sir; and that the government subsequently paid the entire cost of it—the District government then organized.

THE CHAIRMAN. Very well; but the witness has already stated that



he purchased this for Austin P. Brown, and that this particular pipe was not used.

Mr. CHRISTY. And that arrangement was defeated. Now I want to know the relation between S. P. Brown and the persons who subsequently obtained the contract.

The CHAIRMAN. Very well; you can show that if you want to.

By Mr. CHRISTY.

Q. Who did, in fact, subsequently obtain the contract?—A. That I cannot state of my own knowledge. I am pretty sure who did, but I cannot swear he did it. I never have seen the contract.

By the CHAIRMAN:

Q. The contract to put in the pipe?—A. Yes, sir.

The CHAIRMAN. Is not that a matter of public notoriety. Is it not known who had this contract. I think we have had a statement.

Mr. CHRISTY. Yes, sir; by Mr. Evans, that he bid \$60,000 less than the contract was subsequently awarded at.

The CHAIRMAN. To a firm in Camden, New Jersey?

Mr. CHRISTY. Yes, sir.

The CHAIRMAN, (to the witness.) Do you know that firm?—A. I think I know Mr. Starr.

Mr. HARRINGTON. I may be able to relieve the gentleman on the other side from a good deal of time. I will state that proposals were made for bids, but that Mr. Evans was not the lowest bidder. The whole matter was subsequently referred by Major Eliot, (and it is of public record and a report to Congress,) for the opinion of the Attorney-General of the United States, as to whether they could accept bids, some of the bids being informal. The Attorney-General decided they could not, whereupon new proposals were issued and new bids received, and at that subsequent bidding Mr. Evans was not a bidder. This admission may save a great deal of time.

The CHAIRMAN. We intend to have Major Eliot bring these papers here.

Mr. CHRISTY. Yes; but we desire now to show (and whether we can by this witness or not I am not insisting) that S. P. Brown, then a member of the board of public works, was in fact then interested in the contract ultimately awarded.

The CHAIRMAN. If this witness knows that he can state it.

By Mr. CHRISTY:

Q. From any of the circumstances in regard to it in any negotiations between S. P. Brown and Mr. Starr—did you say Mr. Starr in this city?—A. Yes, sir.

Q. Did you see him in company with S. P. Brown?—A. Yes, sir; on or about the time.

Q. State what occurred at those times.—A. It being so long ago I would hardly like to say anything more; I have my impressions.

The CHAIRMAN, (to Mr. Christy.) I think you ought to call Mr. Brown.

Mr. CHRISTY. We prefer, of course, if we can prove the fact by this witness, to do so. I want it to appear that he has certain elegrams received from Austin P. Brown, which I would like to have inspected by the committee for the purpose of determining whether they are competent evidence or not.

The CHAIRMAN. I will ask the question, (to the witness.) Do you know any fact, or can you state any fact, disclosing any interest of J.

P. Brown in this contract with Starr & Sons.—A. Of my own knowledge I could not.

Q. You were a clerk of S. P. Brown?—A. A clerk of the young man, A. P. Brown, his son.

Q. Can you state any circumstances that would indicate that Mr. Brown was a partner in that transaction—any fact or circumstance?—

A. It seemed—well, I could not. I should not want—all I know about it is impression. I should have to hear him say something. I never have heard him say that he was interested, but he seemed to take an interest in the transaction.

By Mr. CHRISTY:

Q. What did he do with reference to it? That is certainly competent evidence—the acts of Mr. Brown.

Mr. HARRINGTON. You mean the elder Brown?

Mr. CHRISTY. Yes; S. P.

By the CHAIRMAN:

Q. What did Mr. Brown do in relation to this contract? You can answer that question.—A. Well, I do not know what he did do. I could not say. It is so long since that I could not state positively what he did do.

Mr. CHRISTY. Do you know whether he used any influence with Austin P. Brown to induce him to withdraw from this contest for the contract?

Mr. HUBBELL. Is that the son—Austin P.?

Mr. CHRISTY. Yes.

The WITNESS. I could not state that positively, either. As I say, my impressions would be a different thing, but I could not state that.

Mr. CHRISTY. Well, if your impressions are derived from acts or declarations of S. P. Brown, you can give them—your impression of what was done.

The CHAIRMAN. He can state his recollection.

Mr. CHRISTY. His best recollection of what was done.

By the CHAIRMAN:

Q. You can state anything that was done, on your recollection of it.—A. Mr. Starr was in our office with Mr. Brown, and Mr. Brown seemed to take a deep interest in the transaction of purchasing the pipe. I have heard a great deal said about it, but positively what was said I could not state.

Q. You cannot remember?—A. No, sir.

Mr. CHRISTY. Anything that was stated by S. P. Brown, or by Mr. Starr, or any one for him, in the presence of S. P. Brown.

A. I would rather not state what I think.

Q. I only want your recollection of any declaration made?

The CHAIRMAN. You may state your recollection of any conversation between those parties.

The WITNESS. I do not recollect distinctly.

Mr. STEWART. I would like to inquire, in order to see the materiality, what relation S. P. Brown had, as a member of the board of public works, to the letting of the contract. Who let the contract? Who had the letting of the contract?

Mr. CHRISTY. We are informed that the witness has in his possession certain telegrams received, while on this mission in Baltimore, from Austin P. Brown; and those telegrams contain that which I think is

material to this inquiry. I should like those submitted to the committee.

Mr. STEWART. Who had the contract of letting the contract?

Mr. MATTINGLY. It is here in section 9 of the legislative proceedings of the District of Columbia:

That the United States engineer in charge of the Washington aqueduct be, and he is hereby, authorized and empowered, in conjunction with the governor of the District of Columbia, to enter into and contract for the laying of a 36-inch cast-iron main, mentioned in the first section of the same, and to adopt the following route for the same, namely.

That is the law under which it was laid.

Mr. STEWART. Governor Cooke was governor?

Mr. MATTINGLY. Yes, sir; and it was also under the engineer in charge of the Washington aqueduct.

Mr. CHRISTY. We think the board had not anything to do with that.

Mr. STEWART. That may be so, but I only wanted to know the fact.

By Mr. WILSON, (to the witness:)

Q. What is your business now?—A. Claim agent. I am a writer or secretary for two or three friends.

Q. Were you a book-keeper of Mr. Brown's?—A. Yes, sir; for the young man. He was largely engaged in contracting.

Q. How long have you been engaged in book-keeping?—A. For two years. I was a master in the Navy for six years previous to coming to this city.

Q. Do you know anything of the books of John O. Evans?—A. I do not; I have never had any business transactions with him, except Mr. Brown had a few dealings, buying lumber from him. I know nothing about them.

Q. Do you know anything about where his books are?—A. No, sir.

Q. Do you know anything in relation to any copies of John O. Evans's books having been made since this committee was organized?—A. No, sir.

Q. You have no information at all on that subject?—A. No, sir; none whatever.

Q. Have you stated to any person that you knew anything about John O. Evans's books or their whereabouts?—A. No, sir.

Q. Have you stated to any person that copies of those books had been made for use before this committee?—A. No, sir.

The telegrams heretofore referred to by the witness were directed by the chairman to be placed in evidence. They are as follows:

[Received at southwest corner Baltimore and South streets, August 17.]

WASHINGTON, D. C., August 17, 1871.

To J. W. BUTLER, Esq.:

Can you find any one prepared to make the pipe immediately. Can give any one that makes an offer an answer to-morrow.

AUSTIN P. BROWN.

[22 paid. Answer quick.]

WASHINGTON, D. C., August 17, 1871.

[Received at southwest corner Baltimore and South streets, August 17.]

To J. W. BUTLER, Esq.

If you can purchase the pipe, I can get contract.

AUSTIN P. BROWN.

[10 paid. Answer quick.]

The WITNESS. I would like to state that I brought those telegrams



here to refresh my memory. It is not of my own volition that I give them up.

The CHAIRMAN. We have taken copies of them, and will return you the originals.

By Mr. STEWART, (to the witness :)

Q. Did you do anything in response to those telegrams?—A. I answered them, I think, in both cases.

By the CHAIRMAN :

Q. You purchased this pipe, you say, in response to these telegrams?—A. Yes, sir.

By Mr. WILSON :

Q. Did those parties from whom you purchased finally deliver the pipe?—A. No, sir ; to the best of my knowledge, they did not.

By Mr. MATTINGLY :

Q. How much pipe did you contract for?—A. For all that was necessary for the large main ; those were the conditions ; at so much a pound.

Q. Did you make an absolute bond for the purchase of that much pipe?—A. Yes, sir ; that is, a verbal bargain.

Q. From whom?—A. From Mr. Benson.

Q. Who was he?—A. He was a large manufacturer of pipe in Baltimore at that time.

Q. You contracted with him for the delivery here in Washington, to A. P. Brown, of sufficient pipe to lay that water-main did, you?—A. Yes, sir ; that was the understanding. So far as I knew, I bought it.

Q. Was the price agreed upon?—A. Yes, sir.

By Mr. BASS :

Q. What price was it?—A. I would rather hate to state the price, because I would have to refer to my memorandum ; and as a mill would make a great deal of difference, I could only approximate to the price. It was somewhere about two and a half cents for the straight pipe and three and a half for the special castings. Understand I do not state positively that those were the prices, but somewhere in that neighborhood.

By Mr. STEWART :

Q. You are giving your idea?—A. Yes, sir.

Mr. CHRISTY. Now, we desire that the witness should refresh his recollection by the memorandum to which he refers.

The WITNESS. I may or may not find that memorandum, but I think I can find it.

By Mr. MATTINGLY :

Q. Do I understand you to say that on this telegram you made an absolute purchase of this pipe?—A. No, sir ; those are the two telegrams that I found to refresh my memory as to the date of the transaction.

Mr. MATTINGLY :

Q. Where were you when those telegrams were received?—A. In Baltimore ; I think the 17th of August, 1871. I would state, however, that, previous to receiving one of these contracts—that telegram was received before I had contracted or had the fixed price, which made me think it simply——

Q. What I want to know of you is, whether, on these telegrams, you

made a contract for the purchase of the pipe.—A. O, no. I had verbal instructions before I went to purchase the pipe.

Q. You had verbal instructions before you went to purchase the pipe?—A. Yes, sir; and after I arrived there several telegrams were sent me.

Q. The purchase of that pipe never was completed, so far as you know, as I understand?—A. The delivery was not; the purchase, so far as I know, and state here under oath, was made.

Q. You made a contract for the purchase, I understand that; but what I mean is, the contract never was consummated?—A. No, sir; I will not state that positively.

Q. You kept Mr. Brown's books. Did he receive that pipe and pay for it?—A. No, sir; but that does not follow. Most of these pipe men are all in combination, and they sometimes deliver pipe through other parties. There was no one firm in the United States that could make this pipe. They all had to combine to a greater or less extent; and, notwithstanding all that, these men may have delivered pipe through some other parties, but not through Mr. Brown.

By the CHAIRMAN:

Q. These men who were engaged in the manufacture of iron pipe were engaged in combination, so that there was a uniform price?—A. I am impressed that that was so.

Q. Were Starr & Sons manufacturers of iron pipe?—A. Yes, sir.

Q. There was a uniform price for this pipe?—A. It seemed to me so; yes.

The CHAIRMAN. I have no doubt that that is so. It is so of many articles of iron, I know.

By Mr. CHRISTY:

Q. Do you know whether Austin P. Brown received any sum for with drawing from this competition?—A. No, sir; I do not. I would not want to swear here that he did. My impressions, of course, differ; but I do not know anything about it.

Q. Was there any fact which occurred which indicated any such arrangement as that?—A. I think negotiations stopped rather abruptly when I got home; that is all.

Q. After you returned home did Austin P. Brown recall his authority that you had to conduct this negotiation?—A. Nothing more was done, and I considered it the same.

Q. You received no additional instructions?—A. No, sir.

Q. How soon after that was it before you saw Mr. Starr here in the office of S. P. Brown?—A. I could not tell the number of hours, but it was on or about that time; that is, within two or three days. That is all I can state. I believe it was the next day that I saw him. I will not be certain, but it was within two or three days of the time that he was in the office.

Q. What did Mr. S. P. Brown do with reference to the laying of the pipe after he came; what attention did he give; what interest did he take in it?—A. That I could not say.

Q. Did those interviews between S. P. Brown and Mr. Starr continue after the pipe was here?—A. I could not say that, sir. It was some time after this occurrence that the pipe was commenced to be delivered, but I do not recollect anything about that, as I had no interest after that.

By Mr. MATTINGLY:

Q. Are you certain that this was the 36-inch main?—A. Yes, sir; was the 36-inch main. I am certain of that fact.

The committee here adjourned until 10 o'clock a. m., Monday, April 20, 1874.

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MONDAY, *April 20, 1874.*

The committee met pursuant to adjournment.

The Journal of the proceedings of Saturday last was read and approved.

The CHAIRMAN. I see Mr. Chittenden is here this morning with his counsel. Have you anything additional, Mr. Storrs.

Mr. STORRS. Nothing further, if the committee please, except the papers which were called for.

The CHAIRMAN. Have you those papers?

Mr. STORRS, (handing documents.) There is the letter to which Mr. Chittenden referred, and here is a telegraphic copy of the contract between Mr. De Golyer and Mr. McClellan, which we received last night.

HENRY S. DAVIS, called on the part of memorialists, was sworn.

The CHAIRMAN, (to Governor Shepherd.) We understand that there was an accountant employed, at this session, by the House Committee on the District of Columbia, to examine some books of the board of public works. Have you any knowledge of that?

Governor SHEPHERD. I have a knowledge that such was the case.

The CHAIRMAN. Do you know who he was?

Governor SHEPHERD. His name was J. S. Roberts, I think.

The CHAIRMAN. Does he reside here?

Governor SHEPHERD. No, sir; he resides in Elizabeth, N. J.

The CHAIRMAN. Do you know whether he is here?

Governor SHEPHERD. I think not; I have not seen him for a long while.

Mr. MERRICK. I understood that he is sick at home.

Governor SHEPHERD. He was in delicate health.

Mr. MERRICK. He was taken sick after he accomplished his labors for the Committee on the District of Columbia. So I am informed by a member of the committee.

Mr. WILSON, (to the witness.) Q. Where do you reside?—A. In this city.

Q. What is your occupation?—A. I am not following any business at present. I was formerly a carpenter and contractor.

Q. Have you made any investigations or examinations with a view of determining the cost of the improvements that have been made in the city of Washington by the board of public works?—A. I have, sir.

Q. Have you arrived at any results as to what the cost has been?—A. That I have not, sir; but I have compared and can show what it will probably be, pretty clearly, I think. In order, gentlemen, for you to understand what I have done, it will be necessary for me to read you this article, which gives you the figures, the estimate and all:

“JANUARY 30, 1872.

“Computation of the costs of improving for the city of Washington.”  
“Startling figures.” The editor put that in, however.



By Mr. MERRICK :

Q. That is a computation made by yourself, if I understand ?—A. This is made by myself, and it is made right, too. About that there is no doubt. That is, all that I will say is right is right. There are two items in this that are assumed.

*A computation of the costs of improvements for the city of Washington—startling figures.*

MR. EDITOR: In order to show the public what will be the cost of the improvements now being carried on according to the "comprehensive system" of the board of public works, I have made as careful an estimate as I believe it is possible to make of the cost of the improvement (?) of one street—Massachusetts avenue—in this city; and as it would be a work of great labor to estimate each street in the city, I have, for the sake of brevity and clearness of comprehension to the most common reader, adopted the plan of computing the cost per acre.

It must be borne in mind that this board of public works has changed or altered the grade of every street which it has undertaken to improve, and that it has, also, taken up, regraded, and relaid the sidewalks.

Allowing five miles for the length of Massachusetts avenue, the carriage-way contains 72 $\frac{1}{2}$  acres, and the sidewalks (the widths of all intersecting streets and avenues having been deducted) a fraction over 22 $\frac{1}{2}$  acres.

According to "Watterston's Guide to Washington," the streets are 190 miles in length and the avenues 65, and together they contain 3,604 acres.

The following table gives the basis on which my estimate is made of the cost of improving Massachusetts avenue :

48,677 linear feet of curbing, at \$1.07 per foot, set .....	\$52,084 39
48,677 feet of 18-inch sewerage, at \$2.50 per foot .....	121,692 50
Estimated cost of grading .....	50,000 00
352,000 yards of paving in carriage-way, at \$2.75 per yard .....	968,000 00
105,171 yards of paving inside walks, at 80 cents per yard .....	86,536 80
For lateral sewers, man-holes, and traps .....	48,495 00
<b>Total .....</b>	<b>1,326,808 69</b>
Now, as there are 95 $\frac{1}{10}$ acres in the carriage-way and sidewalks of Massachusetts avenue, the cost per acre is \$13,957.50, and that of the whole city, (3,604 acres,) \$50,302.50. But to the cost of Massachusetts avenue must be added for damage to property 15 per cent .....	199,021 30
And for overmeasurements 10 per cent .....	132,680 86

**Making the whole cost .....** 1,658,510 85

or, per acre, \$17,446.88; making the cost of the whole city \$62,878,555.52, which is more than all the real estate in this city, (exclusive of Government property,) Georgetown, and the county would sell for under the hammer for cash.

And now, to show that my estimate is not an excessive one, I have reduced to acres the amount of paving of Pennsylvania avenue, which cost something over \$300,000, but I will say \$300,000. I estimate that there are thirteen acres of wood pavement, which, together with a small amount of grading, the re-setting of most of the old curb, and relaying such of the sidewalks as had to be taken up, (about one-half,) cost \$23,076.92 per acre. At this rate, the whole city would cost \$73,399,961.88. This sum (\$23,076.92) exceeds my estimate of Massachusetts avenue \$9,119.42 per acre, without including the 15 per cent. damage to property and the 10 per cent. overmeasurements, and, including these items, it exceeds it \$5,630.04 per acre.

But if Pennsylvania avenue had had all the sidewalks relaid, and had it been seweraged and graded, with new curbing, traps, man-holes, and lateral sewers, as provided for in my estimate for Massachusetts avenue, the cost would have been largely over \$30,000 per acre—but say \$30,000—and at this rate, to improve the city, according to the "comprehensive system," would cost \$108,120,000.

It will be observed that the foregoing statement refers only to Washington City, exclusive of Georgetown and the county, in both of which vast and very expensive works are going on: and what these works are going to cost no man can tell. But this is not all; for there are still to be accounted for the following very expensive works, viz: Water-mains and distributing-pipes, altering and cleaning the canal, bridging and culverts for the District, and that enormous job of arching the Tiber. What will be the cost of these last items it is impossible for me to say, but I venture the assertion that it will exceed \$3,000,000.

I have gone over this street. I have made figures on that part of Massachusetts avenue which has been improved.

The spaces and circles with which Massachusetts avenue intersects are in length, from New Jersey avenue to boundary, 2,124 linear feet, of which Massachusetts avenue is chargeable with one-third, viz, 708 linear feet; and from New Jersey avenue to boundary is 11,200 feet by the map. From this sum two-thirds of the spaces and circles must be deducted, viz, 1,416 linear feet, leaving a balance of 9,784 feet; and from this latter sum must be deducted one-half of the intersecting street, viz, 750 feet, thus leaving the mean length of Massachusetts avenue, from New Jersey avenue to boundary, to be improved, 9,034 linear feet, or 1,526 linear feet less than two miles in length. It has cost at the rate of \$303,388.80 per mile, and at this rate five miles of this street, as provided for in my estimate, would cost \$1,516,994, and exceeds my estimate, leaving out the overmeasurements and damages, \$190,185.31. In my estimate to improve this street the bed of it would have been its original width, viz, 120 feet, and the sidewalks each 20 feet; but as now improved the bed is only 50 feet and the side 12 feet, and sets back from the curb about 5 feet, leaving a grass-plat between the curb and sidewalk, with juts of brick pavement running from the curb to the sidewalk in front of the doors along the street, and also from the inner line of the sidewalk up to the doors. Now, it must be observed that if the whole width of the street, 120 feet, had been improved by the board, in place of 50 feet, as has been done, and 15 feet of side more than has been done, that the cost of the improvement would have cost several hundred thousand dollars more than it has; thus showing at least that my estimate was moderate, when compared with the prices allowed by the board.

By the CHAIRMAN:

Q. You estimate that as costing \$303,000 per mile?—A. I do, sir.

Q. Is that an estimate from actual observation of the street and knowledge of the cost as paid for by the board of public works?—A. So far as the cost is concerned, sir, I get it from their books. I made it from their own report.

Q. You took, then, the actual cost from the books of the expenditures on Massachusetts avenue from New Jersey avenue to the boundary, did you?—A. Yes, sir. I took it from their own report.

By Mr. WILSON:

Q. I want to know, now, whether you have taken that from the assessments that have been made against the streets, or from the charges that have been made against the government. Which one of these did you take it from?—A. I took it from their reports, sir.

Q. Can you turn to the pages of the report to which you referred in making up this statement?—A. Yes, sir; here is their other report, [indicating.]

Mr. WILSON. The witness refers to page 148 of the report of the board for 1873.

The WITNESS. The mean cost of this street, which I make less than a mile and three-quarters—although I allow that—the mean cost is \$521,071.40.

By Mr. WILSON:

Q. What do you say is the length of that street?—A. I am talking now, Mr. Wilson, about the part that has been improved. I say I make it a little less than a mile and three-quarters, although I allow a mile and three-quarters in my figures.

Mr. WILSON. I see the footing up on page 152 is that the total front feet assessed is 12,430  $\frac{7}{10}$ . The rate of tax per front foot is \$12.38 and a fraction.

Mr. WILSON (to the witness.) Do you know what is the amount of church property assessed on that avenue?—A. Well, sir, I cannot answer that question very correctly; but there is McKendree Chapel and a new Episcopal church which has been commenced. That is all that I remember.

By Mr. JEWETT :

Q. Is there a church opposite to McKendree Chapel ?—A. No, sir—yes, sir, there is a colored church opposite McKendree Chapel.

By Mr. WILSON :

Q. This assessment, commencing on page 148, (and the same one to which you refer,) is Massachusetts avenue from New Jersey avenue to the boundary ?—A. I know that, sir.

Q. What is the distance from New Jersey avenue to the boundary ?—A. By the map it is a little over two miles. I measured it, sir, but I cannot tell you the exact figures ; a very little over two miles.

Q. Are there Government reservations or squares along the line of Massachusetts avenue, that are not embraced in the front feet that are assessed here ?—A. I cannot tell you that, sir. I state here that one-third of these spaces are chargeable to Massachusetts avenue ; one-third of the spaces and circles. K street is 143 feet in width. Massachusetts avenue is 160, and so is New York avenue. They intersect there ; the avenues cross and K street comes right through the center. It forms a space from Seventh street to Ninth street, and Massachusetts avenue would only be chargeable with one-third of that space, if it is charged to the streets at all. If they have made an extra charge against the Government, it is that much worse. So, when you get to Sixteenth street, Rhode Island avenue and Connecticut avenue, I believe—no, Sixteenth street is 160 feet wide, the same as Massachusetts avenue. Rhode Island avenue I forget the width of. It is not quite so wide, I think. So I gave up one-third again. When you come to the circle at Fourteenth street there is Vermont avenue and Massachusetts avenue and Fourteenth street which come in. I allow one-third again. When you come to the P-street circle there is Nineteenth street, Connecticut avenue, New Hampshire avenue, and Massachusetts avenue, and the charge against Massachusetts avenue at Fourteenth street would be a little more than was allowed. I only gave it one-third at the other place, which fully makes up for the difference.

By Mr. WILSON :

Q. What do you know about M street north ?—A. Well, sir ; I measured that after it was improved.

By Mr. CHRISTY :

Q. Before you pass from that subject, I would like to inquire of you whether, in point of fact, the entire improvement of Massachusetts avenue has been completed ?—A. I do not know, sir.

Mr. WILSON. Perhaps Mr. Forsyth, who is here, can tell better about that.

The WITNESS. I do not know that it has been completed or not. I have estimated for its being completed. If it has not been completed, it is that much the worse. The citizens living and owning property on M street petitioned Congress to allow them to improve that street themselves. A resolution was passed by Congress, and five commissioners appointed to improve this street. These commissioners' names are, General Michler, then the commissioner of public buildings ; M. G. Emery, then mayor of the city ; William Stickney, W. E. Brown, and H. S. Kaufman.

By Mr. MATTINGLY :

Q. Who were they—Stickney, Brown, and Kaufman ?—A. They were commissioners.

Q. They were owners of property, were they not ?—A. I said that in the opening.



By the CHAIRMAN :

Q. These commissioners were owners of property on that street ?—A. I do not think General Michler was.

Q. Were the others ?—A. I think all the rest were.

Q. The others were ?—A. I think so ; Kaufman, Brown, and Stickney, I know were. I think Mr. Emery was. The commissioners made the contract, and the work was in progress. How far it had advanced, I cannot say ; but I understand it was pretty well advanced. While they were at work at it, the organic act was passed, and the board of public works was appointed and confirmed by the Senate. They tried to get a resolution to pass Congress to have this work taken out of the hands of the commissioners and put into their own. Congress passed the resolution, and they discharged the commissioners and took charge of the work. The commissioners, nor the citizens indeed, were not opposed to that for this reason : that they would have had to have paid for the whole of it themselves, but under the organic act they only had to pay one-third. I will now read to you, gentlemen, the figures in regard to this street. That with Massachusetts avenue was an assumed matter from beginning to end, and the figures are correctly made, too.

I will now proceed to show what the M street improvement would have cost had it been left to the commissioners, and what it has cost under the " honest integrity and economy " of the board of public works.

(I don't know the exact number of man-holes in this work, but I have allowed for more than are generally used, with 26 traps.)

Commissioners' contract for *all* sewerage, traps, and man-holes is as follows :

1,300 feet 18-inch sewerage, at \$2.48 per foot.....	\$3,224
4,000 feet 15-inch sewerage, at \$2.19 per foot.....	8,760
2,000 feet 12-inch sewerage, at \$1.85 per foot.....	3,700
26 traps, at \$90 each.....	2,340
13 man-holes, at \$70 each.....	910

Total..... 18,934

For these items the board of public works allows the taxpayers to be charged \$24,-620.23, or \$5,686.23, or over 30 per cent., more than the contract-price.

M street, between New York and Vermont avenues, (intersecting streets included,) contains 28,261 square yards, which, under the commissioners, would have cost \$87,609.10, \$3.10 per yard ; but, under the management of the board of public works, cost the neat little sum of \$120,774.26, \$4.24 per yard, or \$33,165.16, or nearly 38 per cent., more than the contract-price.

#### RECAPITULATION.

Cost of sewerage, man-holes, and traps under the board of public works..	\$24,620 23
Cost of paving and grading under same.....	120,774 26
Total.....	145,394 49
Cost of sewerage, man-holes, and traps under the commissioners .....	18,934 00
Cost of paving and grading under the same.....	87,609 10
Total.....	106,543 10

thus making the people pay (to the ring) \$38,851.39, or over 36 per cent. more than they would have paid had the work been done by the commissioners, and at this rate, in improving Washington, besides the profits on their contracts, the ring will make, in overcharges, over \$23,000,000, besides the " pickings " in Georgetown and the county.

Q. You said, if I understood you, that on M street the work had very considerably progressed before the board of public works took possession of it ?—A. That is what I understood, sir.

Q. Have you any personal knowledge on that subject ?—A. I have not, sir.

Q. Did you see the street?—A. I did not. I stated distinctly that I understood so.

Q. You do not know anything about what change was made by the board of public works?—A. The contract was to be carried out intact. They took the contract out of the hands of the commissioners, and if you need any information on that point, summon some of the commissioners.

Q. Do you know who has that contract which was made by the commissioners?—A. I think a man by the name of Thomas Lewis had the sewerage.

Q. I mean who has the papers showing what the commissioners had contracted to have done?—A. I had the contract before me when I made this estimate.

Mr. JEWETT. Where is that contract now?—A. I do not know, sir. They told me that they turned the contract over—they had two copies of it. They turned the contract over to the board of public works. I wanted to state a little further about this M street, that after I got these figures, which have never been affected by any of the press, or anybody else, the people along the line who had not paid—some few had paid—refused to pay, and that a re-assessment was afterward made of that street, and Mr. Lewis Davis, who had paid, told me they refunded him twenty-five cents on the dollar. Mr. J. W. Wright told me that they took twenty-seven cents off his bill. In the case of Davis they got eleven cents more than they were entitled to, and in the case of Wright nine cents.

By Mr. WILSON:

Q. Do you mean nine cents per foot?—A. Nine per cent., I meant to say.

By the CHAIRMAN:

Q. Did you make up your cost on M street from the report of the board of public works?—A. No, sir.

Q. How do you know that it cost the property-holders more under the management of the board of public works than it would have cost under the commissioners; in other words, how do you make up these figures?—A. Well, I measured the street, in the first place, and they showed me their bills, what their charge was per front foot, and there are so many front feet.

Q. Who showed you their bills?—A. People on the street; Mr. Wilson Brown showed me his bills.

Q. But I understood you to say that a deduction of 11 per cent. was made on one bill and 9 per cent. on another?—A. No, sir; you have not got the story straight.

Q. Very well, then, I would like to have it straight.—A. It is this, sir; that after I had made these figures, they returned—re-measured the place, re-assessed it. In my statement, I say they have got 36 per cent. more than they were entitled to. They returned to Mr. Davis 25 per cent. which he had paid, and Mr. Wright said they deducted 27 per cent. from his.

Q. Now, do you know that they did not deduct from all people on that street?—A. O, they made a re-assessment and deducted from all of them.

Q. Deducted after you made your figures?—A. Yes, sir.

Governor SHEPHERD. After Congress made an appropriation on that street to pay for work done on the circle, that was credited back to the property-holders. They received a drawback. That all appeared in the last investigation report.

By the CHAIRMAN, (to the witness:)

Q. Then, you made up your original estimates from assessments against property-holders?—A. Yes, sir.

Q. Did you include in that estimate the circle of which Governor Shepherd now speaks?—A. O, no; I only went to Vermont avenue.

Q. Do you know why it was that the board of public works made that additional charge? Have you ever heard any reason given for it?—A. I cannot give any reason for it, sir.

Q. Was there any change in the contract?—A. I am informed by the commissioners that there was none, sir.

Q. Did the same contractor complete the work?—A. I think he did, sir. I was so informed.

Q. Was he paid this excessive sum; was he paid the amount specified in his original contract?—A. I cannot answer as to that, sir.

Q. You do not know?—A. I do not know.

Q. Who was that contractor?—A. I stated awhile ago I thought Mr. Clephane was the man who laid the bed of the road—the wood pavement—and that Mr. Thomas Lewis was the contractor for the sewerage. Now, this is my recollection, sir.

Q. Then you made up your estimate of what that should have cost from the contract which was before you?—A. Yes, sir.

Q. You made your estimate of what it did cost from the bills presented to the property-holders. [No reply.]

By Mr. MATTINGLY:

Q. I would like to ask him whether he estimated extra work done by the board on, and not included in, the original contract?—A. There was a law passed by Congress to do certain work; that certain work I measured.

Q. I am not asking you as to your construction of the law; I am asking a simple question of fact.—A. Well, if the board of public works, under oath, went and did what they ought not to have done, I cannot help it. I did not measure anything but what was in the contract.

Q. I ask you, as a question of fact, whether the board of public works, on the line of M street, did not do work which was not contemplated under the contract by the commission?—A. They ran out the juts at the intersections of the streets and alleys, which I presume was not included in the contract.

Q. Did they not do extra work at both ends of the street?—A. Yes, sir; there was work done at the ends of the street over on the east side of Third street; but I have simply measured what was in the law—in the contract.

Q. And you charged to that, as I understand your testimony, the cost of this extra work. In other words, you charged the whole of the work as done by the board of public works to what was contemplated to have been done by the commission?—A. I charged exactly according to the contract and the law as it passed; that is, from the west side of Third street to the east side of Vermont avenue, taking in all the intersections, taking it right through. I did not allow in my estimate for any going over into other streets at all.

Q. No, but in estimating the difference of the cost under the board of public works above what it would have cost as calculated by you, if done under the commission, you have charged the cost of the entire work as done by the board to the work which was contemplated to have been done under the contract. Is that not it?—A. I have not charged anything in my account except what there was in the contract, and in



the law. If the board of public works did other work I did not measure it. I am sure that is a plain answer enough.

The CHAIRMAN. On that point I want to ask you this: I understood you to say that there was work done upon that street not contemplated in the original contract?—A. No, sir; I did not say that.

Q. What is the fact in relation to that?—A. I said there were some juts at the intersection of the street. Now, for instance—

Q. Wait one moment. Do you know whether or not that there was any work done upon that street not contemplated in that original contract?—A. I know there was work done along there.

Q. That was not included in the contract?—A. That was not included in the contract.

Q. Do you know how much work that was?—A. I do not, sir.

Q. Have you any idea how much it was?—A. No, sir.

Q. Did you in your estimate include that extra work, whether it be little or great?—A. No, sir; I just went by the contract.

Mr. WILSON. That extra work might have made up the deficiency between your calculations and the amount paid by the board; might it not?—A. That could not possibly be, from this fact: that they made a deduction themselves of 25 per cent.

Q. Did you make any figures on Seventh street?—A. I did.

Q. Give us those figures, if you please.—A. There was a contract, and a very careful one, entered into for the Seventh-street improvement by Mr. Emery, who was then the mayor, with one George W. Linville.

Q. What Seventh street was that—north or south?—A. It is Seventh street south, sir. The figures are as follows:

The improvement of seven-ninths of a mile of street cost \$167,743.25, thus making the cost per mile \$215,669.89, or, had the bed of the railroad been paved, \$240,413.80 per mile. There are 100 original streets in the city, the average width of which is 90 feet, and as Seventh street is only 85 feet wide, one-seventeenth, or five feet, must be added, to bring it up to the average width, thereby increasing the cost per mile \$14,141.99, and making the cost of a mile of street, 90 feet wide, \$254,555.79. Had there been new sidewalks or curbing used, it would have still increased the cost per mile \$19,620.38. From this, however, must be deducted the allowance for new sidewalks and curbing in Gleason's account, \$4,565.85, and for the Scharif pavement in Linville's, \$256.20, or \$4,822.05, leaving \$14,798.33, which, added to \$254,555.79, gives \$269,354.12 as the cost per mile of a street 90 feet wide; and as we have 199 miles of street, to improve them, at this rate, would cost \$53,601,469.88. But, in addition to this, there are 65 miles of avenues, containing 5,452,915 square yards. The improvement of these, at the same rate per yard as that of Seventh street, viz, \$5.10, would cost \$27,809,566.50, which, added to \$53,601,469.88, makes \$81,411,336.38.

By Mr. HUBBELL:

Q. What paper are you reading from?—A. I read from the only paper that I could get my estimates in. It is the "Patriot." I appealed to the press to publish my estimates, and none of them would do so.

By Mr. JEWETT:

Q. Would you be content to answer a few questions, sir?—A. Yes, sir; I will do anything you wish me to.

Q. Are you familiar with Second street west?—A. I have been over it very lately.

Q. How is it improved—with what kind of pavement?—A. It is improved with wood pavement.

Q. What is the character of the pavement—is it good—is it in good condition?—A. It is about as good as they lay here.

Q. Do you know what was paid per yard for laying that pavement?—A. Yes, sir; I made some figures about it. This street has an average width of street of ninety feet, and from building-line to building-

line it costs four dollars and thirty-four cents per yard. The bed of the street is forty feet, leaving fifty feet on each side.

Q. I am speaking of the wood pavement, sir.—A. I did not make any figures as to what the wood pavement itself cost. I made it from building-line to building-line.

Q. That included a side pavement?—A. Yes, sir; and thirteen feet unimproved on either side.

Q. You made no calculation as to the cost of the wood pavement?—A. I did not.

Q. You do not know whether that was built at a reasonable cost or an extravagant cost?—A. No, sir; I do not know. I took it from their own report, which is the last one in the book.

Q. Your estimate was \$4 a yard?—A. Yes, sir; \$4.34 from building-line to building-line.

Q. That includes the wood pavement?—A. Yes, sir; and sidewalks.

Q. Also the curbing?—A. Yes, sir.

Q. And the entire improvements from house to house?—A. Yes, sir.

Q. Does it include the sewers?—A. I make it from their own report, sir.

Q. Answer the question, sir. Does it include the sewerage?—A. Yes, sir; it includes the sewers.

Q. It includes all expenditures there?—A. Yes, sir; it includes all the expenditures.

Q. Sewers, water-pipes, gas-pipes, and everything?—A. Yes, sir; but you must remember that there is 26 feet of this street not improved at all in width.

By Mr. WILSON:

Q. Let me understand you, sir. You have taken, if I understand you, the whole amount of money reported to have been expended on that street?—A. Yes, sir.

Q. That amount of money was expended for pavement, sidewalks, sewers, man-holes and traps, sodding, and all those things that go into the expense of that street?—A. Yes, sir.

Q. You have taken the aggregate amount of all that, and you have made a calculation, and the result of that calculation is that if it had all been paid out for wood pavement, it would have cost, to have paved from building-line to building-line with wood pavement, \$4.34 per square yard?—A. Yes, sir.

Mr. BASS. I do not understand him so.

Mr. WILSON. That is my understanding.

Mr. BASS. No; he has taken the aggregate expense, as you suggested, and divided it by the number of linear feet, and says all these improvements cost so many dollars per linear foot.

By the CHAIRMAN:

Q. You reduce every thing to square yards, as I understand you?—A. I reduce the length of the street from Pennsylvania avenue to the middle of H street, deducting the intersections allowed by the board, and the space, from the south side of C street to the north side of Indiana avenue, which is not improved at all—the crossing, then, I put it into yards, from building-line to building-line; now, if I had put it into yards from the inner line of the sidewalks on either side it would have deducted 26 feet from the street, leaving 64 feet, and when you come to put in 26 feet of this unimproved at \$4.34, and add it to the other, you will find it will come to a good deal more money—about \$7.

Mr. JEWETT:

Q. Now, just go on with that idea; you took that means of ascertaining the quantity within these limits?—A. Yes, sir.

Q. Then you took from the board of public works the report of money expended upon that portion of the street?—A. Yes, sir.

Q. In ascertaining that, you took the amount paid on account of wood pavement, did you? Was that a portion of the amount?—A. Yes, sir. It was all in.

Q. You took everything in—that for curbing?—A. Yes, sir.

Q. That for sidewalks?—A. Yes, sir.

Q. That for sewerage?—A. Yes, sir.

Q. That for gas-pipes?—A. Yes, sir.

Q. That for water-pipes?—A. Yes, sir. O! They did not lay gas-pipe.

Q. Well, you included all the items of expenditure upon that portion of the street?—A. I included all the items in their account.

Q. And then you divided that by the number of square yards within these limits?—A. Yes, sir.

Q. And from that you ascertained the amount per square yard which had been spent by the board?—A. Yes, sir.

Q. That's your mode of ascertaining?—A. Yes, sir.

Q. You do not know how much was paid for wood pavement?—A. I do not. Yes, it was \$3.50 a yard. They give the number of yards of wood pavement.

Q. You have made no calculation different from that made by the board in its report?—A. There—

Q. You have not taken any prices other than those given by the board?—A. None at all.

Q. You have put them all together?—A. Put them all together.

Q. And, then, from that statement you give us what it cost per square yard?—A. What it would have cost all over the street.

Q. Had the improvement covered the entire street?—A. Yes, sir; which it did not do. Now, the object of my estimate on Seventh street was simply this: I wanted to arrive at what it would cost to pave the city, at the cost on Seventh street, and I arrived at it. I thought I had it somewhere.

[Witness searches among documents.]

By Mr. JEWETT:

Q. It is said that you have not paid your taxes. Is that true?—A. That is false, sir. I paid my general taxes on all my property except one piece. That I had negotiated to sell, on which parties were to pay the taxes. And I paid my taxes in money, not in certificates, which I could have bought for 80 cents on the dollar. I went and gave them the money. I paid my special assessments as far as they were due, every dollar of them, and paid them in money, and there never was a grosser libel perpetrated against a man in the world than the statement that I had not paid my taxes, because it could not help being known.

Q. Did you sell the old material from the front of your property?—A. I did, just for an experiment, in one case.

Q. What was the result of that experiment?—A. On E street I have a frontage of 60 feet 4 inches and a 17-foot sidewalk. I went to Mr. Jones, who was one of the contractors of the board—I believe he was a bricklayer and builder. I asked him to go and take the bricks. The bricks had been down on the sidewalk 15 or 18 years; I asked him to take them out of the yard and count them himself, and allow me what



he thought they were worth. My object was to ascertain as near as possible what the old material was worth, and what was being got for it. Mr. Jones had the bricks taken, counted them himself, or sent somebody to count them, and he returned me 4,000 bricks. I asked him what he was going to allow me for them. He said \$10 a thousand. Now, mark you: he took the bricks himself; counted them himself; hauled them away himself; and allowed me \$10 a thousand.

Q. Ten dollars a thousand for bricks seventeen years old?—A. Yes, sir; and paid me the money.

Q. With regard to the material in front of the buildings of your neighbors, what became of that; do you know?—A. I do not. I suppose it was taken by the board of public works, as they generally took everything; those that did not take it up. They took my curbing from there.

Q. Have you made an estimate of the value of the old material taken by the board from the frontage of the property of your neighbors?—A. I have approximated an estimate of the amount of material that the board has taken from the citizens, and I cannot make it under two and a half millions. That needs a little explanation now.

Q. Explain that, if you please.—A. I want to explain it by their own figures, sir, not mine. Now, gentlemen, these figures here estimated seem to startle some people.

Q. Give us the result, if you please.—A. I want to give you the full result now from their own figures.

Q. Cannot you answer my question as to the amount of old material belonging to citizens taken by the board, if you have made any calculation?—A. I have, sir.

Q. Give me the result of that calculation.—A. Well, I said before that I could not make it less than two and a half millions.

Q. Will you state, now, precisely, how you arrived at that?—A. Well, sir, I arrived at it by making an estimate by the streets, the flagging, the stone, and everything appertaining to the improvements of streets; even the sand on the street.

Q. Then you have taken the street?—A. Yes, sir.

Q. The miles of pavement and of flagging and of curbing existing before the board commenced; and you have charged them with that amount have you?—A. I did not charge them with any. I say they have got about that much material. I suppose they have accounted for some of it.

Q. How much do you find that they have accounted for?—A. That I have not looked at, sir.

Q. Then your estimate is two and a half millions; but you have made no estimate as to the amount they have accounted for?—A. Now, here is a very short piece I want to read you, from their own books, on this very subject.

Q. Does it state the amount of old material?—A. No, sir; but it states the amount of expenditures that have been made by the cities of Washington and Georgetown and the county.

Q. Well, that we have here before us. It amounted to \$16,000,000, you say.

By Mr. WILSON:

Q. What page do you refer to there?—A. This is 1872, page 14. It amounts to within a fraction of \$16,000,000 that have been expended here; and, gentlemen, this material is not perishable—a piece of stone.

By the CHAIRMAN:

Q. How many years ago?—A. Seventy-two years.

Q. What stone is that, sir?—A. I say the stone laid here is just as good. Stone does not perish. Stone may wear out.

By Mr. JEWETT:

Q. In your estimate do you take it for granted that at the time the board commenced work the streets and sidewalks, so far as they have improved them, were paved and flagged? Is that the mode in which you make your estimate as to the amount of old material?—A. It is.

Q. You take it for granted that all the streets they have paved, and the walks they have flagged, and the curbing they have put in, all existed in some shape or form when they took hold of it?—A. Yes, sir.

Q. And you have estimated that material upon the basis that there existed so many square yards and linear feet at the time that they commenced their work, and take it for granted that they took the old material existing at the time and disposed of it?—A. Yes, sir.

Q. And hence you attach that value?—A. Yes, sir.

Q. Now, did you merely estimate the value or did you examine the old material for the purpose of determining its value?—A. I made a great deal of allowance for the old material.

Q. You did not then estimate it at the price of new material?—A. O, nothing like it, sir.

Q. What allowance did you make?—A. I do not remember what it was; I lost my notes on that point.

Q. Is it the fact that these streets were paved to the extent that they were paved when you made that estimate? Were these streets all paved before the board of public works commenced their operations?—

A. There was a great deal of work done under Bowen's administration in paving streets and laying sidewalks, and there was a great deal of work done under Wallach's administration prior to Mr. Bowen's time. I think it was pretty nearly four years, Mr. Wallach's. There was a great deal of improvements during the first time, and the sidewalks that were laid down years ago, all the bricks were good, and, so far as I know, under the late system here the sidewalks were made of very good brick; they are just as good in many parts of the city as they were the day they were put down; but I made a large deduction.

Q. It seems that the board of public works has laid so many miles of streets.—A. Yes, sir.

Q. So many of sidewalks.—A. Yes, sir.

Q. And that in your estimate of old material you have assumed that the same streets and the same sidewalks were at the time paved with some kind of material?—A. I arrived at that in this way: I took the length of the streets reported, and made an estimate. I then took the length of all the streets, and divided the squares. There are eleven hundred and seventy squares, and I assumed from the length of the streets they claimed to improve that they improved so many squares.

Q. The point I want to ask your attention to is this: were not a large portion of these streets unimproved when the board of public works commenced their operations?—A. Well, the board of public works has been improving streets mostly where streets have been improved, but of course they have improved some, I suppose, that have not been heretofore improved. I have no doubt of that; a good many, perhaps.

Q. Then the question presents itself whether or not you had sufficient basis upon which to make any calculation as to old material?—A. That question does not present itself to me, sir.

Q. It does not?—A. No, sir.

Q. Then I ask you the question, had you any basis upon which to make that calculation?—A. None other than calculating from the miles they themselves give of improvements, and making an estimate from that basis.

Q. Without knowing whether or not any portion of that mileage had previously been improved?—A. I made ample deduction for all these things in my estimate, but I might not have made enough; I do not know.

Q. You made deductions?—A. Yes, sir; and as I think sufficient. It's only an approximate way of getting at it any way. It is not one of those positive things that a man can get at.

By Mr. MERRICK:

Q. You are an old citizen, familiar with the condition of the city for many years?—A. I have been here nearly forty-one years.

Q. In active business?—A. Yes, sir.

Q. And familiar with the condition of the streets and improvements?—A. Yes, sir.

Q. Was it from that general knowledge of the condition of the city that you made your estimate?—A. O, yes; in part.

By Mr. STEWART:

Q. Were those new improvements that were made necessary or unnecessary?—A. Well, there are a great many of them very unnecessary, I think.

Q. Most of the streets were in a good condition before?—A. Well, the streets were in a very good condition; the streets were in a better condition than some of the wood pavements are now.

Q. On the whole, do you think it was in a better condition before, or better now; do you think the condition of the city has been improved or not?—A. Doubtless it has been improved—decidedly; there can be no doubt about that; but the improvements are very frail, and not going to last.

Q. How is it with the question of sewerage; is that in any better condition than before?—A. Well, sir, I am not an expert about sewerage, but I think the sewerage has been pretty bad.

Q. Has the city been improved in point of sewerage?—A. O, yes; but still the sewerage, I think, has not been well done.

Q. Then you think there were two and a half millions of old material on the streets?—A. I think so, sir.

Q. What has been done with that?—A. Well, sir, you must ask somebody else that question.

Q. It cannot have been annihilated, can it? It must be somewhere?—A. Of course it is somewhere.

Q. Has it been put into the new improvements; that two and a half millions of old material?—A. The old material has been generally taken away, or not used.

Q. Where is it?—A. I do not know what they have done with it. It has been used, of course.

Q. You have been living here all the time?—A. Yes, sir; but I have no time to be running after the board of public works and be insulted at every turn, too.

Q. Have you been insulted?—A. Yes, sir; if I go to asking any questions at all.

Q. How?—A. You cannot ask any question at all to get any answer.



Q. Do you know where any portion of that old material has gone?—  
A. I do not, sir.

Q. Did you take any particular street and examine what the old material was worth?—A. No, sir.

Q. And your estimate was entirely general?—A. Yes, sir.

By Mr. HUBBELL:

Q. Do you know how much was expended in the improvement of streets and alleys in Washington before the board of public works took charge of the streets?—A. I wanted to say that awhile ago, but was stopped. This is what the board of public works report: Total amount expended by the General Government for the improvement of our streets and avenues, since 1802, is \$1,321,288.31. During this period the amount expended by the city of Washington, for these purposes, was \$13,921,767.15, showing an excess in favor of the city government—

Q. I do not care anything about the excess. Now, just wait and answer me one question.—A. Now, let me answer the other question; there is a balance to it.

Q. Well, go on, sir.—A. If we add the amount paid to the city of Georgetown and county of Washington for the improvement of streets and roadways during these seventy years, it will aggregate about two millions more, making nearly sixteen million of dollars—nearly.

Q. Now, then, have you ever made an estimate to determine what proportion of that sum was in materials existing upon the streets, in the way of sidewalks and pavements?—A. That is what I tried to make, sir.

Q. Did you ever try to make an estimate?—A. I did. I have stated that already.

Q. Then the sum of \$16,000,000 which has been expended in 70 years, as you say, consisted in grading, macadamizing, and opening streets?—  
A. Yes, sir.

Q. Did you estimate that \$2,600,000 of it was in the shape of material—bricks and flagging?—A. Not in bricks and flagging. There were bricks and flagging, curbing and sand, under the pavement, which is not a very small item. The curbing I considered as worth more than it cost to take it off. Where the street is well graveled, it is worth more than the cost of taking it away. They take it to their dumping-ground, run it through the sieve, and use the gravel for the wood pavements and the loam for laying it on.

By Mr. MATTINGLY:

Q. Have you personally measured any of the work done on the streets by the board of public works?—A. No, sir; I have not.

Q. What do you mean, then, in your estimates of making an allowance of 10 per cent. for overmeasurements?—A. That is my own estimate.

Q. What is it based upon? You say you have never made any estimates. Is it a mere assumption of yours?—A. It is.

Q. A mere assumption?—A. It is. I assume that the overmeasurements will amount to 10 per cent. and it will do it all the time.

Q. You make that statement under oath to this committee, that the board of public works, in the improvements that they have made here, have made overmeasurements to the extent of 10 per cent. when, in fact, you have never personally measured any of the work they have done?—A. I did not make any such oath at all.

Q. Did you not state that a moment ago?—A. I stated that I assume that the overmeasurements will be 10 per cent., and I now state that I believe they will reach that all the time. I believe it.

Q. What is the foundation of that belief or that assumption?—

A. Well, because I have seen so much of it. I have seen so much of it all the time, even under the old corporation. The measurements brought to me generally sometimes were over that a good deal.

Q. And you assumed that the same process continued under the board of public works?—A. Yes, sir; and from the measurement of M street I have become more than satisfied in my own mind that it was a good deal larger than that.

Q. And yet, in measuring M street, you did not include the cost of the extra work done by the board. Now, I see in that statement, also, you make an allowance of 15 per cent. for damages done to private property by improvements?—A. Yes, sir.

Q. Do I understand you to say that private property in this city has been damaged 15 per cent. on the line where the streets have been improved?—A. I state particularly that I assumed that the damage to the private property would reach 15 per cent.

Q. That is your opinion?—A. That is my opinion; but I stated also that I did not suppose it would reach that amount on Massachusetts avenue, because it was not built up; but that, as a general rule, it would reach that figure, and I believe it will, and more.

Q. These old bricks of yours, that you sold to Mr. Jones, what use did he make of them?—A. You must ask him; I do not know.

Q. Do you not know that he used them in the foundation of the Second National Bank?—A. I do not know what he did with them.

Q. Was he not at that time laying the foundation of the Second National Bank on Seventh street, but a few feet only distant from your property?—A. He was building a bank, but where he took the bricks to I do not know. I do not know anything about it.

Q. Do you not know that he used the old brick in the foundation of that bank?—A. I do not.

Q. You saw it every day, did you not?—A. I never noticed what kind of brick went into it.

Q. How far is that bank from where he had to haul these brick—how many feet is it?—A. O, it is about 200 feet, I reckon.

Q. These printed statements which you have been reading from the newspapers were the same that you used in your testimony before the former investigating committee, were they not?—A. Yes, sir.

Q. You testified before that committee to the same things that you have testified to here, substantially?—A. Yes, sir; about the same thing so far as these papers are concerned.

The committee here took a recess until 2 o'clock p. m.

On the committee re-assembling, WRIGHT RIVES was recalled.

By Mr. WILSON :

Q. When you were here before, you were requested to make out a statement in regard to various matters and bring it here. Have you made such statement?—A. I have copied a great many of them, but it has been impossible to get all together.

Q. Have you made out a statement in regard to the Bladensburgh road?—A. Yes, sir; but before I proceed with the testimony, I would say, as Mr. Forsyth is here, and he says there is some discrepancy in my estimate, that I would like to have him explain that. It is for the committee, of course, to say whether he shall do so now, or at some subsequent time. I am perfectly willing to leave the matter where it is. I find a little mistake, but I am willing to let it stand.

Mr. WILSON. If there is any discrepancy as to your former testimony between you and Mr. Forsyth, we will give you an opportunity hereafter to make an explanation.

WITNESS. That will be perfectly satisfactory. I am willing to let it stand where it is.

Q. I will ask you, then, to furnish the committee with a statement in regard to the Bladensburg road.—A. The contract was given originally to F. C. Crowley, for grading, graveling, culverts, and sewers, the estimated cost being \$4,000. See governor's answer to the investigating committee, page 262, contract No. 310. Previous to this, or I should say since then, the legislature made an appropriation of \$23,000 for that road. In July, 1872, Crowley's contract was annulled, and the board of public works advertised in the Washington City papers for proposals to finish the road. They received a number of propositions. The work was finally given to J. V. W. Vandenburg, on August 31, 1872. (Contract No. 499, page 282, of the governor's answer.)

In looking over the prices, I see contracts. I see contract No. 467 to Davenport was for the Bladensburg road, but Vandenburg finally got it. I have understood from a reliable source that Mr. Vandenburg was not only no bidder, but he did not put in any bid whatever. This contract was for grading and graveling. H. Schreider had previously received the contract to build culverts, &c. (See governor's answer, page 28, contract No. 480, dated August 19, 1872.)

The estimate for Vandenburg's contract was \$29,000. The estimate for Schreider's was \$3,928.84. I understand, and I have reason to believe, that it is so; that in this case this Vandenburg contract was let to Mr. Vandenburg without any contract prices being named, but that was left to Mr. Barney to decide after the work was finished. This contract, I understand, was not signed by the governor until some time in December, 1873—or November—somewhere along there, from September. It was not signed until then, notwithstanding the road had been completed pretty nearly a year, or the bills had been sent on pretty nearly a year. They were sent out in March. On page 84 of the report of the board of public works for 1873, the Columbia Turnpike, total cost, \$52,824.68. On page 243 of the governor's answer, contract 310, Crowley received \$4,000. On page 351 of the governor's answer, Vandenburg received \$22,694.03. The report states \$6,305.97 below the estimate. On page 350 of the governor's answer, Henry Schreider, contract No. 480, received \$5,930.21, \$2001.37 actual cost over estimate. Now, all the work that was performed on that road was done by Crowley, Vandenburg, and Schreider; therefore the amounts they received should be the cost of the road and 5 per cent. added; adding these together, we get \$32,624.24 as the total cost of the road, according to the reports in the governor's answer—the amounts these contractors received.

In the report of the board of public works of 1873, page 63, there is for Columbia road \$7,417.16, that was, as it states there, for tiles, repairing the walls, grading the side of the bank and sodding the same, and the cost of the sodding. Then there was some \$1,800 for labor. As far as that is concerned, I cannot find what it is for, unless it is for labor to be performed on the road when they put down the tiles.

The United States pays 20 per cent. of this whole amount. Taking 20 per cent., we get \$3,408.69 deducted from the above cost, say \$33,524.75 as the total cost of the road, no matter how you fix it.

Mr. WILSON. Have you made out the difference in the cost as shown in this contract, and the amount they report as the cost of the road?



Have you subtracted the one from the other?—A. No, sir; I have not. The \$33,624.78—subtract that from \$52,824.68.

Mr. WILSON. It makes a difference, I find, of \$18,199.90.

By Mr. MERRICK:

Q. The property-holders, as I understand it, are assessed on the basis of the total cost of \$52,824.68?—A. Yes, sir.

Q. If there is anything else you know in connection with the Bladensburg road, please state it.—A. Mr. Vandenburg was allowed one cent for each 100 feet of fall. The board prices were a cent and a half, I think, for every 100 feet over the first 200. He was allowed one cent the first 100.

Q. How do you get that fact?—A. I have a paper here which has the actual cost of the road. I made application to Mr. Carpenter, the surveyor of the county, who was charged with these roads. He said he could not give it to me unless I obtained a permit from the members of the board. I made application to Governor Shepherd, who was vice-president of the board at that time. He gave me that permission. I kept it, and it is embraced in this paper. From that I find that Crowley was allowed, under his contract, only 29 cents per cubic yard for excavation, and Vandenburg was allowed 60 cents for the same.

By the CHAIRMAN:

Q. That is, for hard, hard red, white, or blue clay, or loose rock excavation?—A. There is no rock on the road; just simply clay.

Q. It don't say whether it is soft or hard clay.

The CHAIRMAN. There are three kinds of excavation in the contract. For excavation for the first two feet, 40 cents; the additional loose earth excavation, 30, and then hard, hard red, white, or blue clay, or loose rock excavation, 60 cents. I simply call attention to that.—A. I have never seen the contract. I have made several applications to get it—two written applications and three or four verbal applications—but I was never allowed to see the contract.

By Mr. JEWETT:

Q. What did they pay—at what rate?—A. Sixty cents. Crowley received 29 cents, Vandenburg received 60 cents, and, I think, in one instance 70 cents, according to that table. Vandenburg received 40 cents for sand. Crowley was allowed 29 cents per cubic yard for gutters, and Vandenburg 60 cents. You will find by table 42, if you will examine it, in the report of the board of public works for 1872, Columbia road, gravel, 35,392<sup>7</sup>/<sub>10</sub> square yards, at \$22,798.76. If you will examine that table, that table marked A, you will find the whole amount of Vandenburg 32,882 square yards, at \$16,993.06; Crowley, 3,131 square yards, at \$438.34, making a total amount of 36,013 square yards, at \$17,431.40. In the tables, \$22,798.76, deducting the above, we have a difference of \$5,367.36 in the price of gravel between the tables and that Exhibit A. The total of grading, 32,101.33 cubic yards, at \$16,345. In Exhibit A, Vandenburg, 19,768 square yards, costing \$12,804.85; Crowley, 10,455 cubic yards, 707 cubic yards, equal to 3,031.95, and 205, equal to 30,930 cubic yards, at \$16,041.80, a difference of 323.20 too much. Crowley plowed up all the gravel on the road, and placed it in piles on the side of the road. Almost all this gravel was used by Vandenburg, and there is no doubt there are overcharges in all this gravel. There was one pile of gravel at the now second house on the right-hand side of the road, and another nearly directly opposite. One at Dr. Palmer's gate, another at Lowry's Hill, at the foot of it; one at Clark Mills's road en-

trance, another at the end of Mills's farm, and one at the commencement of the Reform School. The first, third, fifth, sixth, seventh piles of gravel were all used by Vandenburg; second and fourth partially used. Yet in the table they estimate the whole haul of the gravel from the original bed situated at the place back of Dr. Palmer's.

The road is very bad. In one place, where it should be drained, the road was impassable during the winter of '72 and '73, at times. My wagons from my country-seat could not come into town, but would have to go two miles and a half out of their way to get into another road, and, coming back that same distance, would make it five miles more than they ought to go in order to get to my place.

The arch at the second culvert is now giving away, and it is shored up by timbers, but it will have to be repaired—fixed up. If these side-walls give way, it will take away three-fourths of the road, so that it will be impossible for any wagon to go over the road. The road is about 24 feet wide and 16 to 18 feet high. The slope of earth will be such an inclination that no wagon can go over the road. The road will be destroyed, and it will take time to fix this up. The cause of this wall giving way is from this water running off this springy hill down to it, keeping the wall soaked with water all the time. It should have been drained. I have heard that the board intended to put up a retaining-wall there, but no retaining-wall will stand unless they drain that hill, as the clay has a lateral and vertical motion there, and rise.

By Mr. WILSON:

Q. What is the condition of that road now at those points where you say in the winter of 1872 it was impassable? How is it now, and how has it been during the winter?—A. I have only been over the road once during the winter.

Q. How was it then?—A. It was very narrow, and two wagons could not pass abreast. It was very bad at that hill.

Q. Did you notice the character of the clay that was excavated; whether it was clay excavation or not?—A. No, sir; I do not think it was clay. The summer of 1872 was remarkably dry. It was no tougher than any other clay, except on the top. On top of the springy hill it was remarkably dry, but sometimes when it would come a rain it was very difficult indeed to raise this earth, as it was fuller's earth—white clay—very sticky and heavy.

Q. If there is anything you know about that road, you may state it.—A. The road is badly graveled, I think. I requested to have this road repaired. I spoke to Governor Shepherd about it. I wrote him a letter in which I think I asked him for \$4,000. I think I could have spent \$10,000 on that road, and made that road far superior to what it is now for wear and tear. Of course I could not excavate so much, but I think it is perfectly useless there, and damaging to the public. Some of the property on that road now will not bring one-half the price that it would have brought before this improvement was made. I refer to that about a quarter of a mile the other side of the commencement of the road from the boundary-line. There is an embankment there fifteen feet high, and the person having that farm down there—it is a small place—has no way of getting to the road unless passing over other persons' ground. I do not think that place will bring one-half what it would before the road was fixed. I do not see that the road is benefited at all by that extensive improvement. If they had simply repaired the culverts and opened the drains on the side—drained that large hill by a deep stone drain—an entire drain, so as to remove all the water and put plenty of gravel

on the road, at a cost of ten thousand dollars, the road would have been far better, and they never would have had any trouble. This road will be troublesome for years and years to come, unless they sod the whole of it, and put very extensive repairs on it.

Q. Who did the engineering on that road?—A. I do not know. I think Mr. Carpenter; he surveyed it.

By Mr. MATTINGLY :

Q. Mr. Crowley had the contract for this road originally, let to him by public advertisement as the lowest bidder?—A. I do not know.

Q. You have spoken of a great many things that you have heard and believe—what did you hear and believe on that subject?—A. All I go by is that report. I do not know whether it was made to him because he was the lowest bidder or not. I do not know any one who put in bids.

Q. Then you do not know whether Mr. Crowley got that contract as the lowest bidder or not?—A. I do not know.

Q. Did not Mr. Crowley abandon his contract and run away from his creditors, and swindle his hands?—A. The contract was given to another person. There was trouble. I heard Mr. Crowley refused to pay his hands. The board took it away from him, but I did not know whether it was so or not. But that was the rumor.

Q. I think you stated afterward it was let to Davenport by public advertisement?—A. I see by the governor's answer it was given to Davenport. I do not know why he did not pursue his work.

Q. Did not you hear that Davenport refused to execute his contract—could not do it?—A. I think I heard he refused to execute it. I do not know the reason.

Q. Well, after Davenport refused to execute his contract, were you not constantly importuning the board to have this work done?—A. I was, for the simple reason that Mr. Crowley plowed up the whole road, and put gravel on the side of the road, and leaving the road in, as I might say, an almost impassable condition. I know if winter came on with the road in that condition, it would be impossible to drive over it. I importuned the board; I wrote to Mr. Shepherd four or five times—wrote several letters requesting him to do it.

Q. Before the contract was let to Mr. Crowley, were you not importuning the board to have that road fixed?—A. I wrote a letter, as I have stated, and spoke to Governor Shepherd to have that road fixed. It had been a toll-road since 1819, and there had been very little repair done on the road for the previous ten years. During the war a great many of the Government wagons passed over it, and cut it up very badly. The corporation—the turnpike company—placed some repairs on the road, but they were very little. After the road was taken away and made a free road, I thought, in justice to the people who had been paying taxes and tolls on the road, I thought this road ought to have something done with it.

By Mr. MATTINGLY :

Q. As it unquestionably ought. But after Davenport refused to execute the contract, did not you know that the board was endeavoring to get some one to fix that road before it was let to Major Vandenburg? Do not you know they were making efforts to get somebody to do the work?—A. I went to Mr. Carpenter's office. He said Mr. Davenport had refused to take it, but after that I heard of nothing. I did not go there, I think, until Mr. Vandenburg had the contract.



Q. Did not you consult with Mr. Carpenter as to what was necessary to be done on that road?—A. I will make this explanation. I spoke to Governor Shepherd, and offered my services, and offered to do all the superintendence on that road free of cost to the District government, for I was living on the road and interested in it, and I thought I was fully competent to take charge of it, and if I saw anything going on that was not right I would see to it. Mr. Shepherd at the first interview said he would give me charge of the road, and that he would have a letter written putting me in charge of it. About a week afterward I saw him again, and I called his attention to that fact, and he seemed surprised that I had not received that letter. He said he would give orders to have me put in charge of the road. I never received any letter. I wrote two or three letters after that calling his attention to that fact, but I never received any reply to them. I did not write any more, and did not ask to be put in charge of that road again.

Q. My question was this—whether you consulted with Mr. Carpenter as to what was necessary to be done on the road?—A. Mr. Carpenter had a profile of the original road and of the improvements he intended to make. I agreed with him in reference to cutting down, but objected to having so much of it cut down. I think this profile was changed two or three times. I did not think so much cutting was necessary, and I still have the same opinion.

Q. Did not you present to Mr. Carpenter a letter from Governor Shepherd appointing you superintendent of that road?—A. No, sir; I never received a letter.

Q. Do you know whether the Government paid any portion of the cost of making that improvement?—A. None but what I derived from the governor's answer.

Q. Does that show the Government paid any portion of it?—A. It shows 20 per cent.

The WITNESS. In the report of the board of public works for 1872, you will find for "roads in the county, first district, second district, &c., 20 per cent."

Mr. MATTINGLY. Yes; I know the charge is there; I know a great deal is charged to the Government which they have not paid.

The WITNESS. Yes, sir; it appears in the governor's answer.

By Mr. MATTINGLY:

Q. Do you mean to state to this committee that the Government has paid that proportion, 20 per cent. of the cost of that road?—A. I do not that the Government has paid. All I know is from this book and from the report of the board of public works of 1872.

Q. What property has the Government there?—A. The Government has a Reform School, and I may state that they have about ruined that road. The bricks for the Reform School were hauled over this road while it was in a sort of green state.

Q. Is not that the main cause of the condition of the road?—A. No, sir; they hurt the road a great deal.

Q. How many acres of land has the Government there?—A. I think two hundred and fifty.

Mr. CHRISTY. After the abandonment of Crowley and Davenport, were you informed that any suits were instituted upon bonds that they had given to fulfill the conditions of their contract?—A. No, sir.

Q. I was trying to arrive at the fact whether or not bonds were required of them.

Governor SHEPHERD. Yes, sir; bonds were required of them.

Mr. MATTINGLY. Did you ever make any application to the board to ascertain the difference between the cost of the property as charged and the actual cost as estimated by you? Did you ever make any effort to find out the cause of that discrepancy?—A. I made three or four efforts to get the contract two months ago. I asked Mr. Willard for it, and I asked Mr. Nott. He said I must get an order from Mr. Willard, or one of the members of the board. I went to Mr. Willard. Dr. Blake was present, and they refused to let me have it, and told me to address them a letter. I addressed them a letter, but I do not think they answered it. I called their attention to it again, and told them it was—that I thought there was something wrong on that road, and said to them that if they would come to my house I would point out the mistakes. I told them I was perfectly willing for them to read the contract; I would turn my back if they would read it to me.

Q. Did you tell them that you did not mean to pay your assessment on that, but would have a suit about it?—A. I told them that was the best way to do—to take it to the courts, and both sides would be satisfied then.

By Mr. WILSON:

Q. Did they refuse to let you have this contract because you refused to pay your assessment?—A. I do not know. I did not tell that to them until afterward. I supposed they knew I had not paid my assessment; but I told them it was a wrong, and if they would come to me or send any one from their office, I would show them where the discrepancies were.

Q. They never allowed you to see the contract?—A. No, sir.

Q. Have you made any further examination in regard to streets and improvements in the city?—A. I have.

*Louisiana avenue, Ninth to Tenth streets.*—Governor's answer, page 411: 6,319 cubic yards grading, at 10 cents = \$63,190; extra haul for same, at 32 cents = \$2,022.08; 6,238 cubic yards grading, at 40 cents = \$2,495.20; extra haul for same, at 17 cents = \$1,060.46; making a total of \$8,105.34.

Report of board of public works, 1872, Table XXV, 8,837 cubic yards grading, as follows: 6,319 cubic yards, at 30 cents = \$1,895.70; extra haul for same, at 22 cents = \$1,390.18; 2,518 cubic yards grading, at 20 cents = \$503.60; extra haul for same, at 13 cents = \$327.34; making a total of \$4,116.82—deducting from \$8,105.34, leaves \$3,988.52.

United States charged with all brick pavements at \$1 per square yard. In the table it is charged at 80 cents, a difference of \$968.20 on brick sidewalks, (\$414.18.)

United States charged with 1,186 feet of curbing, at \$1.50 = \$1,779. In the table same amount charged at \$1.90 and \$1.42 = \$1,661.04, a difference of \$1,117.96.

If we examine the above, we will find that the United States have paid and been charged with \$13,004 and \$14,291.73 = \$27,295.73; deducting for sewer \$4,230 = \$23,065.73, as charged to United States. In Table XXV, board of public works, 1872, we find the general fund = 17,800.48; property-holders, \$8,900.23 = \$26,700.71; adding this to the above, we have \$49,765.44, as the amount collected by the board of public works for the improvement of the street. In Table XXV we find the whole cost of the street \$29,437.21; deducting this from the above, we have \$20,328.23 as the amount collected beyond cost of street.

The whole amount charged to United States is \$34,441.59; one-third of this is to be deducted. Dividing this amount by 3, we have \$11,480.53. Deducting this from the above, we have \$22,961.06. But since the United States had paid \$13,004, we have \$9,957.02 as the amount due by United States, and not \$14,291.73, as on page 411, governor's answer—a difference of \$4,334.71.

*National Sailors' Home.*—Governor's answer, page 435: asphalt, \$3.20 per square yard. Report of board public works, Table XXIII, asphalt, \$2.95. Page 435, governor's answer, 181 feet curbing, at \$1.50; 241 square yards brick sidewalk, at \$1. Page 432: 150 feet curbing, at \$1.50; 200 square yards brick pavement, at \$1. Table XXIII, brick pavement, 80 cents per square yard; curbing, \$1.20. Coping and sodding seems to be charged for in both places. Page 432 seems to be charged for a portion of the same.

Report board public works, 1872, Fifteenth-and-a-half and Sixteenth-and-a-half streets: pavement (asphalt) charged at \$3.20 and \$2.95. Property-holders on both streets pay the same, and United States, (governor's answer, page 398), charged at \$3.20.

*Missouri avenue, between Third and Sixth streets:* Governor's answer, pages 405, 429–450: 1,504 feet curb, at \$1.50 = \$2,256; 678 feet curb, at \$1.50 = \$1,017. Page 429, governor's answer: 637 feet curb, at \$1.50 = \$955.50; making, in all, \$2,819 feet = \$4,228.50. Brick pavements, 2,172 yards, at \$1; 1,883 square yards, at \$1, and 848 square yards, at \$1 = 4,903 square yards, at \$1 = \$4,903. 1,300 feet gutter-flag, at 60 cents = \$780. 2,758 yards wood pavement, at \$3.50 = \$9,653.

Board of public works' report, 1873, page 134: 4,606 square yards brick pavement = \$3,961.27; deducting from above, we have \$941.73 overcharged. Curbing, 2,680 feet = \$3,308.23; deducting from the above leaves \$920.27 overcharged to United States. Gutter-flags, 1,262 feet, at 53 cents = \$441.70; deducting from above = \$338.30 overcharged. Wood pavement, 2,808 square yards, at \$3.10 = \$8,704.80; deducting from above = \$318.20 overcharged. 8,744 cubic yards grading and 3,778 extra haul.

This, I think, is a mistake, as the street was filled, not excavated, and since the earth was paid for by other streets, it should not be charged again.

By Mr. MATTINGLY :

Q. How do you know that the dirt used in the filling was paid for by other streets? Do you know where it came from?—A. I do not know where it came from, but every street in the report of the board for 1872 and 1873, there are excavations and hauling, with the exception of Sixteenth street, in the wooden pavement, where the word "filling" is used; there is a small amount for filling. But in examining these tables I find there is always excavation and extra haul; and, since the excavation was paid for and the haul, wherever the contractor dumped that earth he is paid all he is entitled to, and consequently the earth being dumped, there it was—put there free of expense.

Mr. MATTINGLY. I wanted to know whether it was an inference of yours, or whether you were testifying to a positive fact.

Th. and street west, between Maryland and Indiana avenues.

Governor's answer, pages 101, 108, 111, 113, and 150, and pages 149 and 151 board of public works, 1873. Wood pavement, at \$3.10: United States charged at \$3.50. Curbing at \$1.42: United States charged at \$1.50. Sewer, \$2,175.70; United States five-sixths, \$2,115.00. United States charged with 11,777 cubic yards of grading, at 40 cents. Again, on page 449, 3,580 cubic yards, at 50 cents, \$1,790. I think this grading is a mistake; it is filling, and should not be charged as other streets paid for it. Page 438: Five hundred and sixty-four square yards brick charged, at \$1 per square yard. Board of public works report has not charged for brick pavement.

If we compare these charges to United States and with table board public works, 1873, page 140, we have United States charged with \$25,911.80, and (\$11,038.85—\$7,155.00 for sewers) = \$3,883.85; adding we have \$29,795.65 as the amount paid by United States. Add to this general fund \$31,487.42, and property holders \$18,244.71 = \$54,734.13, we have \$84,529.78 as amount collected by board public works for street; deducting cost of street \$68,230.63 from above, we have \$18,299.15 as amount collected by board of public works, more than cost of street. I do not know whether that was collected from property-holders or the Government.

Governor's answer, page 434: Winder's building, wood pavement charged to United States at \$3.50. Board of public works report, 1872, table XXX, wood pavement at \$3.

Governor's answer, page 437: Fourth-and-a-half street, between Missouri and Maine avenues, 5,860 cubic yards of grading, at 40 cents = \$2,344. This is filling, and should not be charged, as it was paid for by other streets.

Governor's answer, page 398: Madison and Jackson Square, United States charged \$15,990.97.

Board public works, 1872: General fund, \$6,075.94; property-holders, \$3,037.96 = \$9,113.90; adding what United States paid we have \$25,104.37 as amount collected; deducting cost of street, \$22,915.67, we have \$2,188.20 as amount collected beyond cost of street.

Governor's answer, pages 409 and 422: Filling canal, \$140,000.00. This should not be charged, as it was paid for by other streets.

Governor's answer, page 427: Fifteenth street from Pennsylvania avenue to B north, and Seventeenth street from New York avenue to B north, 41,025 cubic yards grading, at 40 cents = \$16,410. This should not be charged, as it was paid for by other streets.

Board public works, 1873, page 160: 10,000 square yards grading, and some hauled. This, I think, too much grading. B street was filled from First to Second. Since B crosses Second street, and both are paved, the half intersection should be deducted from one and added to the other.

Board public works, 1873, page 141: Half intersection of C with Third should be deducted.

Governor's answer, pages 435 and 436: Massachusetts avenue, Eleventh, and Twelfth streets; Massachusetts avenue, Tenth and Eleventh streets. Both charged the same; must be a mistake.

Board public works, 1873, page 165: B north, Sixth to Seventh; 7,593 4-9 square yards grading and 4,524 4-9 haul. This street, I think, was filled.

Board public works, page 85: Connecticut avenue, H to I, and K to Boundary. Whole cost, \$110,555.43; United States pays \$39,661.20. Governor's answer, page 411: United States \$104,266.27.

Board public works, 1872, XIV, Winder building, \$2,334.00, charged to United States. Page 50, \$105.00. Governor's answer, page 434, wood pavement alone, \$3,115.00.

Board public works, 1872, Table XXXV: Vermont avenue, I street to Massachusetts avenue; governor's answer, page 415: Vermont avenue, K street to Fourteenth-street circle; United States charged \$2,000.00; Vermont's general fund, \$1,574.32; property-holders, \$12,000.00, making \$13,574.32 received from the street. In table, whole cost of street, including intersections, charged to other streets, \$39,797.08. Deducting from above, we have \$20,103.87. United States paid for 2,130 feet of sewer, \$10,011.00. Table, whole cost of sewer, \$5,313.79. This includes man-holes and traps.

Table, 2,792 square yards brick pavement, \$2,035.32; governor's answer, 5,234 square yards brick pavement, \$5,834. Table, 4,205 square yards sodding, \$2,102.50; governor's answer, 5,740 square yards sodding, \$2,870. Board of public works, 1872, Table XIX, charge New Hampshire avenue, 4172; governor's answer, 413, across Sixteenth street. This amount should be deducted from table.

Governor's answer, page 414, Pennsylvania avenue, First to Fourth and Sixth to Seventh streets east, \$391,862.05; divide by 3 = \$130,620.68; subtract from the above, we have \$261,241.37 as the amount to be paid for by United States. Since \$171,746.90 has been appropriated, deduct this from the above, and we have \$89,494.47 as the amount due by the United States. But on page 415 it is stated to be \$146,743.43; deducting the above, we have \$37,248.96 as the amount too much charged to United States.

Governor's answer, page 411, \$14,266.77 should be \$12,000.00, a difference of \$2,266.77. Page 412, \$182,943.55 should be \$172,778.20, a difference of \$10,165.35. Page 414, \$157,700.72 should be \$145,838.48, a difference of \$11,862.24. Page 411, \$14,291.73 should be \$9,957.02, a difference of \$4,334.67; making a grand total of \$38,944.55.



In the table for the improvement of Third street, the wood pavement that they tore up—prismatic wood pavement, which was condemned—they have laid on Third street crossing and on L street, at the cost of \$3.50, when the price for it was only \$3.

By the CHAIRMAN :

Q. Why do you say the price was only \$3 ?—A. Because it is so stated in the contract.

By Governor SHEPHERD :

Q. On what street—on Third ?

Mr. RIVES. On Third street.

Governor SHEPHERD. The contract states \$3.50.

Mr. RIVES. It is \$3.50 for the Ballard pavement, but for the prismatic pavement it is only \$3. That was not burnettized.

Governor SHEPHERD. There is no prismatic pavement there excepting one or two intersections.

Mr. RIVES. Yes, sir ; three.

Governor SHEPHERD. Very little of it, I know.

Mr. RIVES. There is about 400 square yards, I believe. "Five per cent. is too much charge for expense of the street." That question Mr. Mattingly asked me before, if 5 per cent. was not a small estimate. I replied that I thought it was. If he recollects, I was referring to the Bladensburgh road.

By Mr. MATTINGLY :

Q. The question was put to you as an expert ; you were here testifying as an engineer. My question was whether 5 per cent. among engineers was not an unusually small charge for contingencies. Now, I ask you whether you, as an engineer, know whether any charge is made by engineers to cover contingencies ?—A. Of course you cover contingencies in every case except in some of these tables.

Q. Is it a usual charge for engineers to claim a percentage to cover contingencies ?—A. I believe so.

Q. What is the usual charge ?—A. Well, I do not know.

Q. Did you ever do any engineering when it was done ?—A. Not when I had to pay out any money. I have done plenty during the war, throwing up fortifications, when it did not cost anything. But here is the cost of Third street ; there is so much for superintendence, and then there is five per cent. Now, if you take and multiply \$12,000,000 by five per cent. it amounts to a good deal of money.

Mr. MATTINGLY. Contingent expenses amount to a good deal of money, too.

Governor SHEPHERD. I would like to call the attention of the committee, while we are on this subject, to the fact that nowhere has the United States Government been charged with that 5 per cent. that I can see from these bills made up, and if that was charged it would amount to a quarter of a million dollars, a good deal more than any of these discrepancies which can be stated to appear.

By Mr. WILSON :

Q. If you have anything further, Mr. Rives, we will hear you.—A. I do not know that there is anything more to say.

Q. Have you made any further memoranda than those you have given to the committee ?—A. Well, I have memoranda, but they are not in good shape ; I do not think I could state it unless I wrote it out.

Q. Have you made examinations of other streets than those which

you have already spoken of to see whether the same discrepancies exist with reference to other streets of a similar character: have you looked through these reports that have been presented by the board of public works with a view of ascertaining generally whether this class of discrepancies exists?—A. I think there are discrepancies in the report on almost every street; for instance, the cross sections. Take Massachusetts avenue, for instance; in the report of the board of public works for 1873, you will find Second street one-half deducted for intersection of Massachusetts avenue. Second street was laid before Massachusetts avenue; then, when you come to Massachusetts avenue, you will find that the one-half intersection is not added. Take First street at the intersection of E. In the report of the board for 1873 you will find 97 square yards charged—I think it is 97—to E street. First street was done before E, and therefore one-half of the whole of the intersection should be charged, and not 97 yards.

By Mr. MATTINGLY:

Q. What is the 97 yards?—A. That is what I tried to work out. I cannot make it out. Mr. Forsyth might explain it; I cannot. Now, take that 97 yards, and if you will look at First street, you will find that that has not been deducted; it has been added to E, but not deducted from First. You take all the streets throughout the city and you will find about the same fault.

Examination of WILLIAM FORSYTH.

WILLIAM FORSYTH, a witness, was called on behalf of the memorialists.

By Mr. CHRISTY:

Question. Did you prepare a map of the city of Washington?—

Answer. That is my publication, (referring to map.)

Q. Be kind enough to point out, on that map, to the committee the Government reservation at the corner of Twentieth street, New Hampshire avenue, and O street.—A. I will do so.

(The witness did as requested.)

Mr. CHRISTY. I desire to call the attention of the committee in connection with this testimony to page 453 of the governor's answer. There is a charge of \$11,462.50 against the Government of the United States for the cost of improvement of that reservation.

The WITNESS. I wish to make a correction of my testimony on Saturday in relation to some measurements on Pennsylvania avenue east. I was a little excited, then. I did assist in making the measurements on Pennsylvania avenue east. I am reported as saying that I did not. I was asked by the chairman did I make any estimates on Pennsylvania avenue, of pavements laid by De Golyer, and I am reported here as saying "No;" but it should have been, "Yes."

By Mr. MERRICK:

Q. Do you mean to say that you answered "yes?"—A. I ought to have answered so.

The CHAIRMAN. You did answer "No," as I recollect.—A. I did answer "No," but I should have said "Yes."

The CHAIRMAN. I merely wanted to exculpate the reporter.

The WITNESS. O, sir, that is all right.

By Mr. CHRISTY:

Q. I call your attention to reservation at the intersection of New

Hampshire avenue, O street, and Twentieth street. When did you prepare that map?—A. That map was prepared in 1870, I think.

Q. Were you aware at that time that there was a Government reservation at that point?—A. I am aware at all times that there are public spaces throughout the city.

Q. What is the explanation of the fact that you did not indicate it upon the map?—A. Because the map would not admit of it; the scale is too small.

Q. Was the reservation too small or too large for the map, do I understand you? What is the explanation?—A. Well, I have told you once, and I shall not tell you a second time. I told you that the scale of the lot was too small, and if you cannot comprehend, do not ask me the second time.

By Mr. WILSON:

Q. Well, I will ask you a question, sir. If you were making a complete map of the city of Washington, and there was a Government reservation, would you leave that reservation out because the map was too small to put it on?—A. It cannot be shown on it; the scale is 500 feet to an inch.

Q. Then that is not a complete map of the city?—A. It is a map showing the general squares and the streets.

Q. It is not a complete map of the city of Washington: is that the way you wish to be understood?—A. I do not say that. The same reservations—

Q. Very well; I want to know, though, about the accuracy of your map. I do not think that it is necessary to get sensitive about it, sir, because we are simply trying to get at this thing as it is. In making a map of the city, if there was a Government reservation any place in the city, in order to make your map complete it would have to show it.—A. It shows Government reservations.

Q. Would it show the Government reservations in the city of Washington?—A. It does show it.

Q. Do you say that there is a Government reservation there?—A. I say that it is a public space.

Q. I am not talking about that. Do you know what a Government reservation is?—A. I know what is meant by them. They are all numbered.

Q. What is meant by them?—A. I am on reservation No. 1, which comprises the ground on which the President's House is located.

Q. You did not leave that off your map?—A. I certainly did not: it was too large.

Q. How many Government reservations are there altogether?—A. I presume—I see No. 17.

Q. That is the number, is it not?—A. I believe so.

Q. You have got them all on that map, have you not?—A. I have, sir.

Q. Have you left any Government reservations off that map?—A. Not that I know of—that I have known as Government reservations.

Q. Now, then, what you are calling Government reservations are these spaces at the intersection of avenues and streets. Is that it?—A. That is public spaces.

Q. They are not Government reservations, are they?—A. They are public spaces.

Q. Are they Government reservations?—A. They are Government spaces.



Q. Are they Government reservations?—A. They are not reservations. What is meant by reservation is what I have stated to you. They are numbered, but what is designated and known as public spaces. There is one of them that has been made in 1853, and improved, on Pennsylvania avenue—that space at I street, and the circle, and other places throughout the city.

Q. I understand that. But are these known as Government reservations?—A. If you will permit me to send down to the Commissioner of Public Buildings' office, you will find General Washington's communication to the Commissioner in relation to the public spaces, and you can then decide for yourselves what was meant by reservation also.

Q. Very well; we will try to get at all the facts about this.

Mr. STEWART. Maybe he can state the substance of that.—A. No, I would prefer that it be sent for and be read for the judge's information.

Mr. WILSON. Perhaps I am already informed about it; but I shall take occasion to settle that before we get through with this examination. You call these, then, not reservations, but simply public spaces?—A. Public spaces.

Q. That is to say, it is the ground that is open where there is an intersection of avenues and streets?—A. That is so, sir.

Q. That is all there is of it?—A. Yes, sir.

Mr. CHRISTY. Now, Mr. Forsyth, if you call them public spaces, let me ask you this: You accompanied Mr. Samo in his various examinations of this work done by the board of public works, did you not?—A. I did. I have so stated, in all places, and at every point I showed him where these public places were.

Q. Be kind enough to inform us whether it was not you that advised Mr. Samo to place this heading to this account to which I have referred, on page 453, "New Hampshire avenue reserve, at the intersection of Twentieth and O streets."—A. I guess not. I have not dictated to him what headings he should make at all.

Q. You say you did not say to him whether it was a Government space or a Government reservation?—A. It was a Government space.

Q. You told him it was a Government space and not a reservation?—A. It does not say so.

The CHAIRMAN. What page are you reading from?

Mr. CHRISTY. Page 453. I find the Government is charged with \$11,462.50, for what we suppose to be imaginary reservation, omitted from the map prepared with great care and intelligence by Mr. Forsyth.

By Mr. MATTINGLY:

Q. Do you claim that the work was not done?

Mr. CHRISTY. I will advance to that in a moment. I desire to ascertain first whether the witness is laboring under a hallucination or not.

The WITNESS. The work is there, and it is a public space. That is all I have to say about it.

Q. The first charge is 2,514 square yards of pavement?

The CHAIRMAN. That must have contained that number of yards at least.

Mr. CHRISTY. I hope so. And also 672 linear feet of curbing.

Q. Will you give us the dimensions of that space?—A. You have the facts before you. You will have to go upon the ground and look for yourself, if you want anything more.

The CHAIRMAN. Answer that question, Mr. Forsyth, if you know.

The WITNESS. The measurements attest what is to be found on the ground if he goes there. That is all I have to say. I could not tell the

size of it. I haven't the book of measurements here. I cannot state the size from memory.

MR. CHRISTY. I desire now to call attention to page 437 of the governors answer to the charge of 432 linear feet of sewer. It is under the statement "H street north and Nineteenth street west, south of Pennsylvania avenue." Will you state, now, when in fact that sewer was constructed?—A. That sewer was constructed, I think, in 1863 or 1869.

Q. Explain how it enters into this charge.

MR. CHRISTY. I desire to show that this sewer was constructed as early as 1867 or 1868. He remembers it as 1863; that answers our purpose. I want you to explain why he instructs Mr. Samo to make the charge for that against the Government of the United States, it having already been paid for by the adjacent property-holders.

THE WITNESS. If it was paid for by the adjacent property-holders they got credit for it. If they paid it once, and it comes into the line of Pennsylvania avenue, and they get credit for it, it is all the better for the property-holders, is it not?

MR. CHRISTY. That is not an answer to my question. I desire to know why you have instructed Mr. Samo to make that charge against the Government of the United States, it already having been paid for?

THE WITNESS. Was it ever paid for by the United States?

MR. CHRISTY. Yes, sir; it was paid for by the United States, as appears here.

THE WITNESS. Was it ever paid for before by the United States; was it not around that Government reservation or public space between Eighteenth and Nineteenth streets, on H?

MR. CHRISTY. Will you be kind enough to answer my question, instead of interrogating me? we will get along more pleasantly if you will. I want your explanation of the fact that a sewer was laid so long ago as that, and charged for, and paid for, as appears in this voucher, by the United States.

A. Well, it has been put down there and it has never been paid for by the United States, and consequently the people ought to get the benefit of it. It is for the drainage of the public property there, and they do get the benefit of that in their assessment.

Q. That is all the explanation you have to give?—A. That is all.

Q. I understood you to say, at your examination before, that the reason that the cross-sectioning was not continued over the streets generally, was a want of sufficient force in the engineer's office.—A. That I said was my belief, and I believe so still.

Q. What was your connection with that engineer's office—your position there?—A. I informed you of that the other day.

Q. Were you paid for your services as an engineer?—A. I was paid for my services, as I stated to you the other day. Yes, it was assumed to be so.

MR. CHRISTY. Now, I desire to show the bias of this witness by requiring him to state the entire income he has received, since the formation of the District government, from all sources, as engineer or surveyor. He was of an amphibious nature, having the two offices.

MR. JEWETT. I understood the witness to say that cross-sections were embarrassing.

THE WITNESS. No, I did not say so. I agree with you, Mr. Jewett, about the cross-sections.

MR. JEWETT. But before that you said it was embarrassing.

THE WITNESS. In some cases, probably. I know in some cases they are very embarrassing.

Mr. WILSON. The absence of them is sometimes very embarrassing! The WITNESS. That is so. It has been to me in one or two cases.

By Mr. CHRISTY :

Q. I want to know what your income has been from all sources, as surveyor and engineer, since your connection with the District government.—A. I get \$2,000 a year as surveyor and \$3,600 for doing work for the board of public works. That is, working in the day and attending to all their business, giving them copies of all papers that they require from my office.

Q. Do not you do, also, considerable work for citizens for which you are paid?—A. Certainly I do, and I will do work for you, if you want it done.

Q. That is not an answer.—A. I do, I do.

Q. State your income from all sources.—A. I cannot tell you that. That is my own business, not yours.

By the CHAIRMAN :

The witness has stated that there was a want of engineer force, and I suppose you want to show that a part of his time was occupied in private work.

The WITNESS. My duty as surveyor is one thing, and my other duty in connection with the board I do at night. I do a great deal of computation at night. My office is an office of fees, so that what they pay me would be an equivalent to what I would make.

Mr. THURMAN. The question is, without going into the dollars, what proportion of your time was employed for private individuals?—A. I could not well define that.

Q. Can you form any idea?—A. I work sometimes from six o'clock in the morning until ten and twelve o'clock at night, and Sundays, too, sometimes.

Mr. JEWETT. That is not the question. The question is, what proportion of your time is devoted to your private engagements?—A. My proper hours, according to the laws of the office, are between 9 and 3, and during the balance of the time, I can do as I please, for any other person outside of my regular office-hours.

By Mr. THURMAN :

Q. Was that so during the time that these improvements were going on here?—A. Yes, sir.

Q. Your compensation as surveyor was \$2,000?—A. Yes, sir.

Q. And you were assistant engineer of the board of public works, at a salary of \$3,600. Were your office-hours in both of those offices from 9 to 3?—A. I stated before to you, in connection with this, that my office is an office of fees, and then I did work in the morning and up to 12 and 1 o'clock at night, preparing papers, calculations, &c.

Q. Let me understand, isn't this \$2,000 they pay you for your services as surveyor of the District a salary?—A. Yes, sir.

Q. And the \$3,600, is not that a salary?—A. That is given to me for my services for doing work for the board. You may term it a salary.

Q. Then there are two salaries, and you say the office-hours in which you earned these salaries are from 9 to 3.—A. I said that my office hours as surveyor properly under the law is between 9 and 3, but that I am accustomed to working from 6 and 3 sometimes in the morning until 12 and 1 o'clock at night.

Q. I understand that those are your proper office hours. Who established them, you or the law?—A. The law fixes them—from 9 to 3.



Q. How does it fix the office-hours—the hours to which your office shall be kept open, or the number of hours you shall work?—A. That the office shall open at 9 and close at 3?

Q. That don't undertake, then, to make a 6-hour man of you instead of an 8 or 10-hour?—A. I am all hours, as the government may require.

Q. Was it the understanding between you and the District government that you were only to work for the government six hours—from 9 to 3—and that the rest of the time belonged to yourself?—A. As I said to you before, my office is an office of fees.

Q. It appears to have been an office of salary.—A. Yes, sir.

Q. Now, let us see about fees. Did you get fees from the government, too, as well as salary?—A. No, sir.

Q. So far as the government is concerned, it was an office of salary?—A. Yes, sir.

Q. So far as individuals were concerned, it was an office of fees?—A. Yes, sir.

Q. Tell us what proportion the fees bear to the salary; then we have got to form some idea of how much of your time is employed in earning fees—what proportion of your compensation was annual compensation and what fees?—A. I don't comprehend what you are driving at.

Q. About how much did you annually make from fees?—A. Probably \$1,800 to \$2,000.

Q. Now, while you were engaged in making this eighteen hundred or two thousand dollars a year by earning fees from private engagements, don't you think you could have cross-sectioned a good many of the streets in that time?—A. I have done my duty for what I got.

Q. That is no answer to my question; don't you think you could have cross-sectioned a large number of streets in the time you were doing this private work?—A. At my regular hours, as I stated before—business for my office is between nine and three—that was the time I was to do my regular office-duties, and if I did not choose to employ myself to the board of public works, why I need not have done so. They could not have compelled me to.

Q. Do I understand you to say that it was the understanding that for this \$5,600 a year that you were to give but six hours a day of your time?—A. No, sir; I did not say that.

Q. How much of your time?—A. I have given them from twelve to fourteen hours a day of my time.

Q. The question I want to come back to is, and you might as well answer it first as last, if you had employed the time that you were engaged in doing work for individuals in cross-sectioning these streets, whether you could not have cross sectioned a large number of them?—A. Of course, if I had no other business to do.

Q. Let the fees alone and cross-sectioned the streets?—A. Certainly, it is so. I don't know that I could, either, because I would do as much work between 3 o'clock and 7 o'clock as probably one or two would do in double the hours between 9 and 3, for the board.

By Mr. WILSON:

Q. How many assistants have you had?—A. Two; one in the country and one for Georgetown.

Q. What salaries did they get?—A. They got a salary and whatever they could make in fees.

Q. What were their salaries?—A. One gets a thousand dollars a year and what he makes, and the other fifteen hundred dollars a year.

Q. Does he get fees, too?—A. No, sir.

Q. Where is he located ?—A. In Georgetown.

Q. What is his name ?—A. Wilson.

Mr. WILSON. It is a pretty good name.

WITNESS. It is a very good name.

Q. Now, how many of your family are employed in the board of public works ?—A. That you must examine them about.

Q. I think you can save all that trouble.—A. That is none of my business, what they do for the board. They are employed there as any other persons are, and if they don't earn their living there, they will earn it somewhere else. If their services are not required, why let the board dismiss them, and they will find other employment. You must ask them on that point.

Q. Is there one of your sons employed there at \$2,000 a year ?—A. You can send for him and ask him the question.

Q. I ask you the question.—A. Yes, sir; there is.

Q. Is there another one, at \$1,500 a year ?—A. Yes, sir.

Q. Another, at \$1,200 ?—A. Yes, sir.

Q. Any more of your family employed by the board of public works ?—A. No, sir.

Q. Have you a son-in-law engaged there ?—A. So they say.

Q. What do you know about it ?—A. I believe so.

Q. Do you know what his salary is ?—A. I think he gets \$1,800 a year there.

Q. Some one will please hand Mr. Forsyth the report of 1872. [The report being handed witness.] Turn to table 20: did you make out that table ?—A. The expenditures were made out in the auditor's office. The latter part has been made out in my office.

Q. Who did the engineering upon which this table is made out ?—A. I cannot tell you that.

Q. East Capitol, from First to Eleventh street east ?—A. I cannot tell you; I believe Mr. Phillips was the chief engineer; he had some of his assistants there.

Q. Did you know whether you made that out or not ?—A. I didn't; I suppose there was a part of it made up in my office; that is the sidewalks: probably the sewers, and also the brick pavement.

Q. Who measured the curbing ?—A. I measured the sidewalks upon this, or rather my assistant did, and also the sewers, I think.

Q. Did you measure the curb ?—A. Yes, sir.

Q. How much curbing is charged up on that street, from First to Eleventh ?—A. Please get the vouchers.

Q. There it is, right before you.—A. No, sir; I don't go by this. Get the vouchers that were sent to me.

Q. Can you explain it from the face of this paper ?—A. They have charged here for taking up and resetting curb. That is the cause of this being brought up to 29,000 feet.

Q. Can you explain it from the face of the paper ?—A. No, sir, I cannot.

Q. Then, if you cannot explain it from the face of the paper, how do you expect any one else to do so ?—A. I didn't make out the statement.

Q. I did not either, but I find it there.—A. This shows the aggregate of all curbing that was set and taken up and reset in consequence of the changes there. They were going to have the street parked in the center, and then the people demurred against it, and wanted to have a railroad track laid there, and then the curbing had to be taken up and changed to some other place.

Q. I will ask you a question or two about this, as long as you say you

cannot answer it from the face of the paper. Just take that report. Now, look and see if you find 4,642 linear feet of curbing charged at one dollar and forty-two cents?—A. Yes, sir.

Q. That is not simply setting—that is the curb and the setting, is it not?—A. Yes, sir.

Q. Run down the column, and see if you find 9,015 feet charged at one dollar and forty-two.—A. I see that also.

Q. That makes 13,657 feet?—A. Yes, sir.

Q. Now, I ask you the question, you will find the total number of front feet for 6,291 in the left-hand lower corner?

THE WITNESS. Where is the statement of this street?

MR. WILSON. Never mind about that.

THE WITNESS. There is no use going on until I have the papers here.

Q. I will give you the amplest opportunity to explain.

WITNESS. There is no use in going over this except you get the explanations as you go along.

Q. I will give you the amplest opportunity to explain it. 6,291 feet. That is front feet on both sides of the street?—A. I cannot tell you that except I look at my papers.

Q. You have it before you there?—A. Yes, sir: that is both sides of the street.

Q. Can you put 13,657 feet in curbing in that space?—A. Not well.

Q. You cannot do it, can you?—A. No, sir.

Q. You will not complain, then, of the people not understanding what these things are?—A. I did not make out this statement. This is a statement made out by the auditor. There have been several changes in the curb. There was old curb there that was taken up. Then, there were several changes there from parking in the center and curbing on the street and extending sidewalks which make up the 29,000.

MR. WILSON. That is the way I presume this got in there.

Q. Now, I want to know if you know what became of that curb that was set in the center and afterward removed?—A. I know nothing about it.

Q. Were you upon the street while this work was going on?—A. No, sir.

Q. Who was there superintending it?—A. I cannot tell you.

Q. Now, look at that again. You find 2,618 feet 6 inches at 30 cents. That was for setting. That is new curb. Then there 482 of old. That is setting, also, isn't it?—A. Yes, sir.

MR. WILSON. But you see that will not do, because this 13,657 feet of curb is all new curb—not old curb. Now, I can understand how you might charge them with the cost of setting and resetting and taking up and putting down again a half dozen different times, but I cannot understand how you got more than 4,000 feet of new curbing there for which you have charged the property-holders.

THE WITNESS. Mr. Winters, where is our statement from the auditor?

MR. WINTERS. I had it just now. It is the same thing.

MR. WILSON. We have looked at that. It is the same thing.

THE WITNESS. You have just exactly what I have. Nine thousand and fifteen is what the actual measure is.

Q. That is what they ought to be charged with?—A. Yes, sir; that is there now.

Q. You had charged them with that much, but they are charged because the assessment-sheet shows it: all the papers show it with more than



13,000 feet; how do you account for that?—A. There is no way I can account for it, except that the curb was hauled there, and when they were going to park the street in the center, and afterward it was concluded not to do so, I presume the curbing was hauled away again.

Q. Why didn't you give the property-holders credit for it—why charge it up to the street?—A. These returns, as I have stated to you, have been forwarded to me. I did not make out this statement sent to me. It was made out in the auditor's office and sent to me. It is not my measurement. You have my statement there.

Q. That is not satisfaction to the property-holders, however; they have to pay the money.

MR. MATINGLY. I understand from Mr. Winters, Mr. Wilson, that there has been an error there, and I would like for him to explain it at this time.

MR. WILSON. Perhaps it would be better to wait until I get through with the witness.

The hour of five o'clock having arrived, the committee at this point adjourned until to-morrow at 2 o'clock p. m.

TUESDAY, April 21, 1874.

The committee met pursuant to adjournment.

The journal of yesterday's proceedings was read and approved.

WILLIAM FORSYTH, recalled.

By MR. MERRICK:

Question. Had you the making out of the special assessments of this city?—Answer. Yes, sir.

Q. Did you make them all?—A. They were all made under my direction.

Q. Do these tables in the report of the board of public works, of 1872 and 1873, contain the entire assessments made by you up to that time?—A. I presume they do.

Q. Referring to page 87 of the report of the board of public works of 1873, those special assessments, as I understand, were made by you, or under your charge?—A. Yes, sir.

Q. Have you made any other special assessments since that time—since the time mentioned in the report of 1873?—A. I made all that are made.

Q. Are you the superintendent of assessments now?—A. I am not. Mr. Bell is the superintendent.

Q. You were the actual assessor, then?—A. I made the assessments.

Q. You made the assessments to him as superintendent?—A. I made them all by authority of the board.

Q. Who was the superintendent of assessment throughout all this time—you or he?—A. Mr. Bell was the superintendent of assessments.

Q. And was he during 1872-'73?—A. Yes, sir.

Q. In what character did you make the assessments which you did make—as assistant engineer, or in what character?—A. In the capacity of assistant engineer.

Q. Will you state to me, then, whether at page 467 of the governor's answer that represents all the special assessments upon private property that had been made up to this time?—A. I presume so.

Q. You made them all and reported them to him?—A. Reported them to the board.

Q. To the board of public works?—A. Yes, sir.

Q. He only could get them through your report and through your statement?—A. Yes, sir.

Q. There was no other means of getting at the special assessments upon private property except through your reports?—A. No, sir; that is correct.

Q. In what manner did you make those special assessments—how did you arrive at the special assessment to be made? Give me your mode of making them.—A. The auditor of the board of public works furnishes a general statement of the whole expenditures upon the streets.

Q. And upon that whole expenditure you made the calculation and the valuation of the several properties along the street?—A. I made the rate in accordance with that statement and in accordance with the number of front feet taxable along the line of the improvement.

Q. Then up to this time the aggregate of all the special assessments is \$2,515,816.17?—A. That is according to that statement.

Q. Well, that statement is up to the 21st of February, 1874. Then the sewerage assessment in addition to that constitutes all the assessments and charges against private property. Am I right in that?—A. Yes, sir.

Q. Then for the correctness of the basis of assessment you are not responsible, as I understand? It is only the auditor who is responsible?—A. The auditor furnishes the statement upon which I predicate the rate per foot.

Q. Then, for example, this assessment upon the Columbia turnpike, which is numbered 40 at pages 84 and 85, the assessment is there made upon a total cost of the work of \$52,824.68. That ascertainment was not made by you, but made by him?—A. By him, sir.

Q. If it is incorrect, therefore, the incorrectness arises out of his error, and not from yours?—A. That is correct.

Q. What was the mode in which you made your measurements or estimates of the amount of excavations done upon the several streets and avenues which you measured? In the first place, if I understand you, you did measure and estimate the amount of work done on divers streets and avenues in the city.—A. I have. Not all of them.

Q. You did on a good many. Now, I ask you how many you did estimate?—A. That I cannot tell you.

Q. Did you estimate for as many as 150?—A. No, sir.

Q. Did you receive any specific compensation in the particular cases for making the measurements and estimates of work done on the contracts from the board of public works or from any other party?—A. From the board I have, but from no other person.

Q. What was the compensation which was paid to you by the board of public works in each case? Is there a fixed rate?—A. No. They paid me \$3,600 a year, as was stated here yesterday.

Q. You were paid only in your character of engineer. You got no separate compensation, as I understand, for making the measurements of the work upon the respective streets?—A. None, whatever.

Q. How did you make your measurements of grading upon the several streets?—A. By measurements along on the line; on the ground.

Q. Did you make actual measurements in all cases?—A. In all cases.

Q. Suppose the street had a less amount of grading in depth; for example, take a particular square. It has, I will say for illustration, 3,000 superficial yards of paving in that street. Where the grading was over three feet, how did you calculate it?—A. It is all calculated from what was.

Q. Upon amount done?—A. The amount done.

Q. Suppose the amount of grading upon the street was less than three feet?—A. It was computed at what it was.

Q. Did you get a cubic yard for every superficial yard done upon that street, without respect to the depth?—A. No, sir; it was all in accordance with whatever the depths were.

Q. Suppose it shaded down from three feet at one end of the square to two feet at the other end of the square?—A. Then that would make an average of a foot and a half.

Q. You make an average between the three and the two?—A. That is what I should do.

Q. I ask you how you did it?—A. That would be what I should do.

Q. But what did you do?—A. I presume that is what I did do.

Q. You made no general estimate, then, or average of it as a cubic yard for each superficial yard?—A. Not that I am aware of in any case.

Q. How was it on Sixth street south?—A. I did not measure it.

Q. You did not measure Sixth street south?—A. No, sir.

Q. Who did measure that?—A. That was measured by Mr. Oertley.

Q. In the excavation for sewers, did you make any measurement of the excavations there?—A. Wherever I measured sewers, they were measured in accordance with the depth.

Q. You measure the depth in each instance?—A. In each instance, at each man-hole.

Q. You made no average at all, but took the actual measurement throughout the line according to the profile, and made the proper calculation according to that?—A. The average was taken by the depths at the different man-holes. That is to say, that if you had thirty man-holes, and they averaged from ten to twelve and nine feet, you made an average of the depth.

Q. From man-hole to man-hole, without respect to the surface of the street?—A. Yes, sir.

Q. So, in the measurement of the excavation on the street for roadways, you measured it, you say, in all cases according to the profile of the street?—A. According to the grounds surrounding and along the line.

Q. Suppose there was no profile measurement of the streets: how then did you do?—A. Took it from the cuts or fills, as the case might be, along the line.

Q. Suppose there were no profiles or cross-sections, as I understand was the case in many instances; how then did you do it?—A. Took it from the banks where they show along the line of the street.

Q. Whenever you saw a mark along the street, then you made your measurement, and made the best approximate you could, as I understand?—A. I did the best that could be done.

By Mr. JEWETT:

Q. Go along here where there was a cut and an undulating surface: how would you find it?—A. At different points along the line of streets indications would be marked along the line of the buildings and along the banks of the street, so that you could pretty nearly determine, if not fully so, the exact amount of excavation done.

Q. That is the general idea. Now, give me the details of it; how you did it. Suppose you were going now to do the work; tell how you would do it; what you would do. Here you come along, and here is the bank. For instance, what would you do; having a cut on one side?—A. I would measure along the side of the street, at equal distant



stations; take the height and depth of cutting or filling as the case might be.

Q. How did you take these stations?—A. By measurements with my leveling rod and tape-line.

Q. State how you did it.—A. That is the only way it can be done, as I stated; by those measurements.

Q. You would put down your rod here? [indicating.]—A. Yes, sir.

Q. Ascertain the height of that embankment? [indicating.]—A. Yes, sir; and go along another hundred feet and take the height again, and so on.

Q. Suppose between that hundred feet there was a half a dozen undulations, what would you do?—A. Take the average as they come along.

Q. Take hundred-feet stations and you would put down your staff?—A. Yes, sir; and take the height there and go on to the next, and measure so down the whole of the line.

Q. And you would go through?—A. Yes, sir.

Q. Then what would you do on the other side of the cut?—A. I would do the same on the other side.

Q. Suppose the cut was five feet higher on one side than on the other?—A. That is if it was five feet high on the north and only two feet on the south, the average between five and two would be three and a half.

Q. Suppose that would be the case at this point, and then 10 feet distant, the difference would be much greater?—A. It would be just in the same relation that the five to two would be, and the ten and two in another place.

Q. How near did you make these stations?—A. O, about every 100 feet.

Q. Have you on paper anywhere now, a calculation of that kind made by you—can you produce one?—A. I think so.

Q. I wish you would do so?—A. I will do so.

By Mr. MERRICK:

Q. In these measurements, which were made of the property chargeable to the United States, they were made by an engineer of the United States in conjunction with an engineer of the board of public works?—A. Yes, sir.

Q. Were you an engineer of the board of public works in those cases?—A. Well, I so stated yesterday.

Q. Did you make all these estimates, in conjunction with Mr. Samo, of the amount of work which is charged to the United States?—A. Yes, sir; I have.

Q. Did you and he go upon the line of the works and make estimates in all instances?—A. I have been along with him from first to last.

Q. Did you and he inspect together every part of it and make measurements from which your calculations were afterward deduced?—A. We have, sir.

Q. Did or not, you and he in many instances take your measurements from data which you had in the office, without going upon the street at all?—A. I think not.

Q. How did you and he get at the rate of charge which was to be made against the United States for this work which was measured and charged against the United States?—A. I think there was a statement made by Mr. Oertly, and he will be better able to explain that. He was the party who prepared these papers that were submitted to the board.

Q. Which papers?—A. In respect to the charge of sewerage, do you mean?

Q. The charge in relation to the sewerage and the streets, and all of them. Did not you and Mr. Samo together?—just now you told me that you and he together made all these estimates.—A. Well, the prices were the prices paid by the board; that is, the wooden pavement and the carriage-ways.

Q. You took the prices paid by the board?—A. Yes, sir.

Q. You took the prices paid by the board for sewerage also?—A. No, sir; the prices paid for the sewerage were different. They were based upon—there were no traps or any man-holes—lateral branches.

Q. No traps counted in against the United States?—A. No, sir.

Q. If there were no traps or man-holes counted in against the United States?—A. But there was a general average or allowance made; there was a rate fixed at which the United States were charged throughout the whole work.

Q. Was that an arbitrary rate fixed at which the United States would be charged?—A. No, sir; it was based upon a computation prepared by Mr. Oertly in relation to the sewerage.

Q. You did not make the computation at all?—A. No, sir.

Q. How did it happen that Mr. Oertly was the engineer to confer with and make the computation of sewerage throughout all this Government work, while you made all the computations and charges, and measurements in conjunction with Mr. Samo, for all the rest of the work?—A. He was more familiar with the cost of and prices of work in relation to sewerage, and otherwise connected with the board than I was.

Q. With regard to the pavement, did you inspect the contract along with Mr. Samo to ascertain the price at which the United States should be charged for paving?—A. I did not.

Q. How was that arrived at? Who furnished it?—A. I presume he got it from Mr. Oertly.

Q. Then what did you do along with Mr. Samo?—A. I pointed out to him the property that belonged to the United States.

Q. That is all?—A. That is all.

Q. You had nothing to do with the fixing and the arrangement of the price at all?—A. Nothing whatever.

Q. Did not assist him in going over the calculation in regard to the price?—A. No, sir.

Q. Nothing but the measurement?—A. Nothing but the measurement.

Q. Then, after you and he had made the measurements, he and Mr. Oertly went over the rate of prices and assigned the prices to the measurements which you and Mr. Samo had formerly ascertained. Am I right in that?—A. No, sir; only in relation to sewers.

Q. Only in relation to sewers?—A. That is all the places where he had to establish the price.

Q. For the sewerage?—A. Yes, sir; the others were known to be the general prices paid.

Q. Who assisted Mr. Samo in the ascertainment of the prices for the paving and the curbing, and that sort of thing?—A. Mr. Oertly knew all the prices that the board paid for this work.

Q. But you just now told me that Mr. Oertly assisted him only with regard to the sewerage.—A. He knew all the prices of the board for every kind of work; and I did not.

Q. Who did?—A. Mr. Oertly.

Q. Did Mr. Oertly come and furnish them to you and Mr. Samo?—A. Yes, sir. He was to furnish them to Mr. Samo. I could not furnish

them, for I did not know what the prices were of the different classes of goods.

Q. Then Mr. Oertly is the party who is responsible for the furnishing of the prices which Mr. Samo had placed in his estimates as against the General Government?—A. Yes, sir.

Q. Both for sewerage, for paving, for curbing, and for all the matters of charge—you had nothing to do with any of them?—A. Nothing.

Q. And you did not go over the calculation at all with them?—A. I was by when they were all made. I may have made—I may have assisted in making them, but as a general thing they were made by Mr. Samo himself.

Q. Do you know how they got at the prices for sewerage?—A. I do not.

Q. Do you know the elements out of which they made that estimate?—A. I do not.

Mr. MERRICK. I understand this witness now to testify that while he made all the ascertainment of quantity in connection with Mr. Samo, that the ascertainment of value were made by Mr. Oertly, the other engineer, and that he had nothing whatsoever to do with the ascertainment of value at all of the matters which were to be charged to the United States. [To the witness.] Do I understand you aright?

The WITNESS. That is so.

By the CHAIRMAN:

Q. Was Mr. Oertly with you when you made these examinations?—A. Yes, sir.

Q. You and Mr. Oertly and Mr. Samo?—A. That is so.

By Mr. MERRICK:

Q. You three made the measurements in conjunction?—A. I stated to Mr. Samo the Government property to be measured, and I saw that it was measured, and that is my business.

Q. You simply pointed out the property to him?—A. Yes, sir.

Q. Did you describe the character of the property—the character of the improvements?—A. They were there for him to see.

Q. How was it with reference to Rawlins Square; who pointed out to him the character of that improvement—the carriage-way—and what sort of pavement it was made of?—A. I did.

Q. You pointed it out to him?—A. Yes.

Q. Did you take the pains to examine and ascertain what sort of pavement it was?—A. I did.

Q. Before you pointed it out to him?—A. I did.

Q. How did it happen, if you pointed it out to him and took the pains to examine, that you made such a sad mistake between cobblestone and wood pavement at Rawlins Square?—A. The ground was covered with snow at the time that was measured.

Q. And therefore you did not examine it?—A. We found that there was concrete laid upon E street, and the contract I knew was to be for concrete all around; but it turned out afterward that it was not so. When I discovered it I notified Mr. Samo of the fact, and had him to correct it.

Q. When did you discover it?—A. I think it was in November last.

Q. Had your attention been called, at the time you discovered it, to newspaper publications, made in all the newspapers that were published here in this town, about the 15th of October, criticising that?—A. Well, now, it may have been some time about November or October. I could tell by referring to the communication I have written; and you could



find the date I wrote to Mr. Samo. That did not govern me. I discovered it in making the assessment of Nineteenth street.

Q. You did not discover it, then, until after it had been discovered by many other persons and made a matter of public notoriety?—A. No, sir; I did not state that.

Q. Do you not know, as a matter of fact, that it had been discovered and commented upon in all the public prints?—A. I do not, sir.

Q. You do not read the newspapers?—A. I do; and I read the paper that that is generally published in, and I have never seen it, and I subscribe for it, too; I read it every night. I do emphatically say I did not know, and I do not know it, and if I did it should not have been done. If I found an error in any place I should notify them as quickly as I did that. It is nothing to me either one way or the other. I went there to point out the Government property. I have done so; what I believed and do believe ought to be charged. If I have erred it is not a matter that was willfully done. It is what I believe to be there.

Q. Did you point out Judiciary Square on the west side to Mr. Seymour?—A. No, sir; there were no measurements made on the west side of Judiciary Square at all by me.

Q. None reported and charged against the Government on Judiciary Square?—A. No, sir.

By the CHAIRMAN:

Q. What is the method adopted by you to ascertain these Government measurements?—A. They show for themselves upon the ground.

Q. But how do you and Mr. Seymour, for example, get together?—A. Mr. Seymour and I go out and I show him all these intersections of streets—these different angles.

Q. Does Mr. Oertly always go with you?—A. All the time, as a general thing. He has not been for the last two or three times, I think.

Q. I mean in making these Government measurements?—A. Yes, sir.

Q. You go out and Mr. Seymour and Mr. Oertly?—A. Yes, sir.

Q. Nobody else?—A. No person else except the assistants appointed to measure it.

Q. How many assistants?—A. Three or four.

Q. Are those your assistants?—A. Yes, sir.

Q. Assistants from your office?—A. Yes, sir.

Q. Then on all occasions you make actual measurements?—A. Yes, sir.

Q. By the aid of these assistants?—A. Yes, sir.

Q. Do you measure the flagging, curbing, the paving, and the grading?—A. Everything that is on the ground at the time.

Q. I understood you to say that you knew nothing about prices?—A. I do not.

Q. When you go upon the ground to make these measurements, then, nothing is said about prices?—A. No, sir; nothing at all.

Q. Does Mr. Samo ask you how much this ought to cost, or how much it is worth?—A. No, sir.

Q. Does he say anything to Mr. Oertly on these occasions?—A. Nothing, except making the bills out, and then Mr. Oertly gives him the proper prices, and passes the work.

Q. Are these prices arranged by contract to private individuals?—A. I presume so.

Q. Is that the way prices are ascertained—prices paid by the board to contractors?—A. He knows all the prices that should be paid, both to the contractors and the United States. He knows all about them; I do not.

Q. How does he know more than you do?—A. Because he has that special branch of the engineer's department under his control.

Q. The matter of prices?—A. The matter of prices, contracts, and all about it.

Q. You have nothing to do with it?—A. Nothing whatever.

Q. You make the assessments?—A. I make those.

Q. How do you make those?—A. From data furnished by the auditor of the board of public works.

Q. How does the auditor get these data?—A. From the returns made to him by the engineer department of the cost of the work.

Q. What engineers?—A. The engineer of the board of public works.

Q. Mr. Cluss?—A. Yes, sir.

Q. Not from your office?—A. Not from mine.

By Mr. HUBBELL :

Q. How did you determine with Mr. Samo the amount of excavation in any one place? For instance, take any of these squares.—A. By the appearance of the ground, the surrounding ground; take P-street circle, that has been determined by the banks that now exist there.

Q. Did you measure there—the P-street circle—with Mr. Samo?—A. I did, sir.

Q. To determine the amount of excavation?—A. To determine that from the best evidence we could find on the ground there.

Q. And by actual measurement there?—A. Yes, sir; of the banks.

Q. Were there any levels taken there before you commenced the work?—A. Not that I am aware of.

Q. You merely estimated from the general contour of the country there?—A. That is so.

Q. When did you next work on New Hampshire avenue?—A. I cannot tell you.

Q. Did you measure that work?—A. I measured some part of it.

Q. Did you give a certificate of the amount of grading that had been done upon that avenue?—A. I did not.

Q. Did you make any return of the amount of work done?—A. Whatever measurements he returned are to be found in the office of the board of public works.

Q. There is a charge here of 148,888 cubic yards of grading; did you furnish these figures?—A. I presume that they have been partly furnished from measurements of the ground and partly from the graduation-book in my office.

Q. How did you make that out?—A. Well, the measurements indicated by the different cuts and fills along the lines can be measured, and there was part of that which was cut down between I and G streets, which had to be determined from the original levels in my office.

Q. Are you speaking now at random, or do you know that is the way?—A. I know that is the way.

Q. Now, do not you know there is in existence a perfect survey of that avenue, with cross-sections and everything necessary to ascertain the exact quantities?—A. I do not know.

Q. Have you the means of knowing?—A. I have not.

Q. If such cross-sections exist, they were not furnished you?—A. They were not.

Q. You did claim to make your calculations from these sections?—A. No, sir; I did not.

Q. The amount charged here is the amount you returned, I under-

stand?—A. That was the amount returned by the measurements made by Mr. Sano, Mr. Oertly, and myself.

Q. Then if there were cross-sections from which the exact quantities could be ascertained you did not use them in making that return for the work done by the contractor?—A. I never knew there was a cross-section along the whole line.

Q. Did you ever use them anywhere?—A. I presume not. In a great many instances I got the quantity from Mr. Barney; that was, the excavation to be done. If I would measure the sidewalks and other works I would get him to give me the amount whenever he had made excavations. That was his particular duty to do so whenever they were determined.

Q. Now suppose it should turn out that in one of your measurements you had made a mistake, say in quantities, say of 200,000 or 300,000 yards, that you should make a mistake of a 100,000—one third or one-half, would you think that would be a reasonable result from your mode of ascertaining the quantities?—A. I would not.

Q. If such should turn out to be the result, would you not suppose it was designed?—A. I would not.

Q. How would you account for it?—A. I would suppose it to be an error.

Q. Suppose you should discover a good many of these errors; how would you account for it?—A. That they were errors, that is all.

Q. Suppose these errors should never chance to be against the contractor; how would you account for that?—A. That there was an error.

Q. Then, if it was always against the District, would you suppose still it was an error?—A. Yes, sir.

Q. It would be a singular coincidence, would it not?—A. It would look so, but, nevertheless, it might be so. I would like to know where any such cases have arisen?

Mr. JEWETT. I think you will find some.

The WITNESS. I should like if you will point them out to me.

By Mr. WILSON:

Q. Have you measured the work that was done by the old corporation prior to the board of public works coming in?—A. Yes, sir.

Q. Have you original notes of those measurements?—A. I have not.

Q. When did you make those measurements?—A. They were made at the time, before this report was made.

Q. How long before?—A. Some time before the report was made. I could not say how long before.

Q. Was it six years, six months, or six days?—A. I cannot say. It may have been six days or six weeks.

Q. You have an impression, I presume?—A. I have not.

Q. You have no impression as to the time when that measurement was made?—A. Not exactly.

Q. Will you give me some sort of idea?—A. I said to you that it might be six weeks or six days. It may be one or the other of two months. It was prior to the publication of the book.

Q. Which book? The book in which they are put if they are published?—A. The report of 1873. I think Mr. Oertly has the whole matter.

Q. Did you aid in making those measurements?—A. I did.

Q. Cannot you tell us about what time you did it?—A. I cannot now.

Q. Cannot you give any where near it?—A. I am testifying under oath now in what I am saying, and I tell you I cannot say.

Q. Have you any impression?—A. Not the least.



Q. Was it more than three months?—A. I cannot say.

Q. Was it less than three months?—A. It may be so, or more.

Q. I will ask you another question, to see if we cannot get at something of a definite idea as to the time. Do you think it was six months prior to the publication of the report of 1873?—A. I cannot say. It may be that, or less.

Q. You cannot give any more accurate statement than what you have?—A. No, sir.

Q. You do know, however, that you assisted in making those measurements?—A. I certainly did.

Q. Will you please tell the committee how you made those measurements of work done by the board?—A. You can get those facts from Mr. Oertly, I think. He has all the papers.

Q. Exactly, but you say that you assisted him in doing it?—A. Very well, he has got all the facts. He can give you all the facts.

Q. I want to get all the facts as far as you were connected with it. Those you know better than he does.

The WITNESS. What do you want to find out?

Mr. WILSON. That is not my purpose to tell you what I want to find out. My purpose is to get you to answer my questions. I want to know in what way you measured the work that was done by the corporation prior to the existence of the board of public works.—A. I could not tell you except I had the papers before me that they were made from.

Q. Did you go out upon the ground?—A. I did not.

Q. Did anybody go out upon the ground and make a measurement?—A. No, sir.

Q. Then, what did you do?—A. It was done from my general knowledge of the city and the graduation-book in the office.

Q. And that is all you did?—A. Yes, sir.

Q. And in that way you got at the measurements of the old work?—A. As near as we could.

Q. That is all you did?—A. Yes, sir.

Q. If you will step over this way, I would like to show you a table, [handing book to witness.] That is Pennsylvania avenue from Fifteenth street to Rock Creek, is it not?—A. It is printed there so.

Q. Did you make that out?—A. Yes, sir.

Q. Now, will you please to tell me how much grading there is in that? The CHAIRMAN. What table is that?

Mr. WILSON. It does not seem to be numbered. It is in the report of 1872.

The WITNESS. I do not see any grading in there.

Q. Was there any grading done by the board of public works?—A. Some.

Q. Why does it not appear in this?—A. I cannot tell you that.

Q. Who did the grading there?—A. I do not know who did it.

Q. How much grading was done there?—A. That I could not tell you.

Q. You have been measuring by a sort of estimate. Can you give us an estimate of how much grading was done there?—A. I could not.

Q. Now, on Pennsylvania avenue, from Fifteenth street to Rock Creek?—A. I could not tell you, indeed.

Q. What is it, to the best of your judgment?—A. I cannot form any judgment at all about it.

Q. At the time that table was made up the board of public works had done no grading there. Is not that the fact?—A. They have done grading.

Q. At the time that estimate was made up, had the board of public works done any grading there?—A. Certainly, they did grading.

Q. Why did you not put it in that table?—A. I could not tell you that. I did not make that table.

Q. Who did make it?—A. That table was compiled in the auditor's office.

Q. Was it not compiled under your supervision?—A. No, sir; it was compiled under the supervision of the auditor of the board. None of these tables are compiled by me.

Q. Then I will ask you to have it brought here.

Mr. WILSON. I wish the clerk would bring the voucher for Pennsylvania avenue, from Fifteenth street to Rock Creek.

The WITNESS. Why, they cut down three feet at Lafayette Square and Jackson Place.

Q. When was that?—A. When they were grading this avenue—Pennsylvania avenue.

Q. That you are quite sure of?—A. Yes, sir; quite sure.

Q. Where was that done?—A. At Lafayette Square and Pennsylvania avenue, between Sixteenth and Seventeenth streets.

Q. You say Mr. Oertly has the papers in regard to the measurements of this old work?—A. Yes, sir.

Q. Now tell us how you made up the estimate of the amount of grading that was done on East Capitol street, from First to Eleventh street east?—A. Here is the measurement of the party who made it up, [handing Mr. Wilson paper.]

Q. Mr. Oertly measured that?—A. His signature is to it.

Q. Do you know Mr. Oertly measured it?—A. I cannot say, indeed; his name is to it.

By Mr. MERRICK:

Q. Did not Barney do some of that measurement?—A. No; Mr. Oertly measured it.

Q. That is all you know about it; you were not yourself upon the ground?—A. No, sir. You are talking about East Capitol street?

Mr. WILSON. Yes, sir. You were asked a moment ago about the grading at P-street circle, and I understood you to say you went there and made the best estimate of it that you could under the circumstances.

The WITNESS. That is the fortieth time, in this room, I have stated that; and I state it now, again, for the forty-first time.

Mr. WILSON. Do not get excited, Mr. Forsyth.

The WITNESS. I am not excited.

Mr. WILSON. That is only preliminary to a question that now, Mr. Forsyth, I will ask you. This is the question, whether the board of public works did the grading?

The WITNESS. Of course they must have done it.

Q. Do you know they did it?—A. I do not. I know they did all the grading that was done there.

Q. Are you quite sure of that?—A. There was no other person to do it, that I am aware of.

Q. Are you aware of the fact, or is it a fact, that that P-street circle, the grading that was done there, was by filling in that earth that was hauled from one of the avenues and done by the teams of the Government, and the employes of the Government under General Babcock?—

A. All the grading that was done there was done by the board. There is no mistake about that; none whatever. All the work around there,

whatever was done inside the circle, may have been done by the Government, but what was done outside was done by the board of public works, I am pretty confident.

Q. That you are sure of?—A. Well——

The CHAIRMAN:

Q. What does he mean by inside?—A. Inside the curb-line.

By Mr. WILSON:

Q. What do you mean by the curb-line? The curb line around the circle?—A. All inside the circle.

Q. What do you mean by inside the circle?—A. Inside the sidewalk.

Q. All that was done in there was done by the board of public works?—A. No, sir: I say all that was done in there was done probably by the United States.

[The witness prepares a diagram and illustrates his meaning by such.]

Q. So that all this grading that was done in here [indicating] was done by the board of public works?—A. No, sir.

Q. That was done by General Babcock?—A. I think so.

Q. Do you remember a controversy with regard to a large amount of filling on Massachusetts avenue?—A. I do.

Q. Were you there for the purpose of making a measurement of that filling?—A. I was.

Q. Who else was there?—A. None but my assistants.

Q. Who were they?—A. My sons.

Q. Who else?—A. That is all.

Q. Do you recollect of there being parties called in for the purpose of determining the quantity? Who were they?—A. I cannot tell who they were; some persons connected with the board. Cluss, I think, was one. Mr. Barney, I think, another. That is all I know of.

Q. Who were the arbitrators to whom this was submitted?—A. I disremember the names now.

Q. Did you have any means of determining accurately the quantity of earth that had been filled in?—A. I had not.

Q. Why did not you have?—A. I had not had it; that is all.

Q. What is the reason you did not have these things?—A. Because it was not my business to measure that excavation and any work of that kind; it was the duty of Mr. Barney to measure.

Q. Do you know why Mr. Barney did not have profiles of the streets and cross-sections of that street?—A. I do not know.

Q. Is it not the fact that contractors were put upon the streets, and the streets torn up, before the engineer department had any opportunity to take profiles of the street and cross-sections?—A. It may have been so.

Q. I want you to say whether it was so, or not.—A. Well, if it happened so, that is all I know about it. I cannot state, positively. If it was so it was his business to know it.

Q. Do you know whether that is so or not?—A. I do not.

Q. When you were out there for the purpose of measuring that embankment, did Mr. Cluss, or anybody else, propose to test the quantity that was there by sinking pits or shafts down until you should strike the solid ground?—A. Not before me.

Q. Did or did not Mr. Cluss propose to test that matter in that way; and did he not call your attention especially to that mode of determining the quantity?—A. He could not determine it in that way.

Q. Did he not propose to test the amounts of filling that had been done there by sinking the pits?—A. He did not do so.



Q. Did he not sink some of his pits there?—A. I cannot say; I believe he did.

Q. Did not you and Mr. Cluss have some pretty high words over that matter?—A. I had some words with him in relation to that.

Q. Now just state what occurred between you and Mr. Cluss on that subject?—A. There is no necessity for stating that.

Q. I want to know?—A. I prefer just to let that rest.

Q. I prefer not to let it rest. I prefer to have the facts.—A. Well, Mr. Cluss, I thought, as in the first instance the case was referred to me, and I refused to act because I had no data upon which to predicate a correct estimate. It was referred to me again, and from my general knowledge of the condition of the place, by the gravel being taken out of it for probably two or three years, during the war, there were immense pits found there. I had to do the best I could from my own judgment, and the result of what I could do—the best I could do—you have before you now. Mr. Cluss thought it was too much, and he had it remeasured twice. I was not satisfied with his results, because I thought in the first place it was disrespectful to me; and, to settle the matter, the board referred it to a board of arbitrators, and they settled it.

Q. You insisted that Mr. Cluss was not giving enough measurements there, did you?—A. I did not know whether he was giving too much or too little; and I do not know yet whether the award that he got was too much or too little. It was the best I could do in the premises.

Q. Were you not dissatisfied with Mr. Cluss's measurements?—A. I was dissatisfied with the manner in which he did it.

Q. Were you not dissatisfied with his measurements, the amount that he returned?—A. I was not dissatisfied; it did not make a particle of difference to me.

Q. Did you not insist upon it that he had not returned enough?—A. I did not insist anything of the kind.

Q. Then what was the occasion for any controversy between you and Mr. Cluss?—A. It was his going out there in the first place to make measurements without notifying me of the fact. Then he was ordered by the board to go out there a second time, and when he and I were notified to go together, and then I took occasion to express my opinion of him then and there; and I can tell you that it was very near coming to an opinion that he might not wish.

Q. You did it with some vigor?—A. I did; and I would do it with a little more if the case required it to.

Q. State whether you do or do not know that Mr. Cluss sunk a shaft there, or whatever you may call it.—A. Well, damn the shaft. I do not care what shafts he sunk. Whatever he has made it does not make a particle of difference to me whether he gave him one yard or fifty yards or fifty hundred thousand; not a particle. Now, so far as that affair is concerned, we have gone over that ground half a dozen times, and you have got my views upon it, and that is all I have to say in the premises.

Q. I know it does not make a bit of difference to you, and therefore there was no occasion for you to get excited about it then, or to get excited about it now.—A. There is no necessity of going over the ground so often.

Q. Well, but I want to get at the facts.—A. Well, now, you have the facts, judge.

Q. But did not Mr. Cluss find hard ground there that had never been disturbed?—A. I do not know what he found.

Q. Perhaps you were too much excited?—A. I do not know that.

Q. You do not know anything about it?—A. I know nothing about it. He got the best I could do for the man in the premises. Whether it was too much or too little, I do not know and I do not care.

Q. Did you not finally insist upon it that it was too little, and keep on insisting until you got——?—A. Now, you have got my views a dozen times upon it. I do not know whether the man got too much or too little; he got just whatever I considered at the time fair, from the best judgment I had in relation to it.

Q. You did get a little excited at Mr. Cluss because he insisted upon having it done?—A. I stated all that to you before, and there is no necessity about going over it a second time. I would get excited with any person. I have nothing in the world to be benefited in these things.

Q. You have been pretty familiar about this city for the last several years, have you not?—A. Yes, sir; certainly I have.

Q. You have been engineering and surveying about here?—A. I have.

Q. And been connected intimately with the operations of the board of public works since its organization?—A. I have.

Q. Can you tell us now where the earth came from of which the fills were made on Fifteenth and Seventeenth streets down to B street north?—A. I cannot tell you.

Q. You do not know where it came from?—A. I do not.

Q. None of it?—A. Not a particle. I never go watching carts to see where they go.

Q. Were you out there at the time that work was being done?—A. I was not out there; I never go upon any works except where I am ordered to go.

Q. And you do not know where a spadeful of that earth came from?—A. I do not.

Q. You know the canal was filled?—A. I know it is; it does not exist now.

Q. Well, you know it was filled?—A. Certainly I do.

Q. Do you know where the earth came from that filled the canal?—A. I do not.

Q. Not a spadeful of it?—A. Not a particle. It is so, judge; you may smile; it does not make a particle of difference; it is so.

Q. I am not smiling. The reason I ask you the question is that I supposed I might be able to get an opinion from you.—A. Well, you can get it from another, if you cannot from me, probably.

Q. Well, I will try to do so. Do I understand you to say that you do not know anything about any of these tables in these reports?—A. No, sir; all I know is the data from which every table there is printed has been furnished by the auditor of the District to me.

Q. You made up the tables from the data furnished by him?—A. No; he made those tables himself.

Q. You did not make them?—A. No, sir; the result of my labor is at the bottom.

By Mr. MERRICK:

Q. Did you make the estimate for excavation and hauling on Massachusetts avenue?—A. I did not.

Q. Who did?—A. I guess you will find that Mr. Barney can inform you upon this subject.

Q. You made none of it?—A. No, sir.

By Mr. WILSON :

Q. I will ask you one further question : Was it you who made out these charges against property for water service ?—A. No, sir.

Q. Who was the man that did that ?—A. The superintendent furnished the accounts to the auditor and the auditor furnished them to me, and as they are so charged on the assessment they are the same on the list forwarded to me, and you can see any list or paper I have in connection with any of the assessments.

Q. The statement was made here the other day, in reference to water-service, and to two lots with the same frontage on the same street, one of which was \$66 and the other \$33. Would you be able to explain how a thing of that kind could happen ?—A. I could not explain it ; I know nothing about it.

Q. That ought not to be the fact, ought it ?—A. I presume not.

Q. And you are not able to explain how a thing of that kind occurred ?—A. I cannot. I can only give you the papers that came to me ; whether they are right or wrong I cannot say. It must be an error of the superintendent, if such is the case.

MR. MATTINGLY. I will state that we are having that examined, and whatever the result is we will advise the committee.

By the CHAIRMAN :

Q. I understood you to say you know nothing about where this dirt came from that they put into the canal.—A. I could not tell you.

Q. The Government has paid for a portion of that work, has it not ?—A. Yes, sir.

Q. You went down there and looked it over with Mr. Samo ?—A. Yes, sir.

Q. Pointed it out to him ?—A. Yes, sir ; I pointed it out to him.

Q. You knew that dirt was put in there ?—A. I knew that the canal was filled ; that is all I knew.

Q. You never saw anybody hauling dirt there ?—A. O, I saw thousands of people, but I did not know who they were.

Q. You do not know whether it came from this or from the other side of the Potomac ?—A. They were hauling in all directions.

Q. You do not know which side of the Potomac it came from ?—A. No, sir ; I have seen them hauling from the south, north, and every direction, but I could not tell you where they came from.

Q. You simply went there to measure with Mr. Samo and show how much had been put there ?—A. Yes, sir.

By Mr. WILSON :

Q. In that connection, I would like to have you state to the committee how you measured the quantity of earth in that canal.—A. Well, Mr. Oertly has made all the computations in regard to that. You can get all these facts from him ; it is so, judge. He has the basis upon which everything was estimated, and he can give you facts, and there is not any use of your trying to get from me what I cannot give you.

Q. But you were there ?—A. Yes, sir ; but he can give you the whole of the facts in relation to that.

Q. You were there ; now have you no sort of idea as to the manner in which you went to work to ascertain the quantity of earth put there ?—A. They have the difference between the old grade of the canal and the present grade of the street, and they knew what was to be put in there, and all about it ; and he has all those figures himself, he and Mr. Samo together.



Q. You have not had any?—A. No, sir; not one.

Q. You went out to reservation 17 with Mr. Samo and Mr. Oertly?—A. O, yes.

Q. How did you get at the grading that had been done on reservation 17?—A. It was so little there, as I find it reported by Mr. Samo, that he must have cheated us there. He has only 400 yards where there ought to be 8,000 or 10,000, or probably more.

Q. Then you think the board of public works has done 8,000 or 10,000 yards of grading there?—A. Yes, sir; that is my opinion, but they have not got it.

Q. How much of that flagging was done by the board of public works?—A. I cannot tell you exactly, sir. That is a statement exactly what was done, and at the dates which you will find recorded there. [Handing document to Mr. Wilson.]

Q. Who made this paper?—A. That was made out from my office.

Q. By whom?—A. The original was made out by myself. I had it copied by my clerk.

Q. When?—A. Last Saturday, I think, it was.

Q. Where did you get the data from which you made it?—A. I got that data from the vouchers where these quantities were to be found.

Q. Have you the vouchers with you?—A. I have not.

Q. Where are they?—A. They are up in the Bank of the Metropolis.

Q. What are they doing there?—A. They are there, I presume, with the sinking-fund commissioners.

Q. What have the sinking-fund commissioners to do with them?—A. I do not know. There is where I found these papers. I made no inquiry about that.

Q. I want to know what the sinking-fund commissioners had to do with the work done by the board of public works.—A. Well, I cannot tell you that, sir.

Q. You say that this was done by the board of public works?—A. I say it was done at that time—and whether it was done for the board—I measured it.

Q. Hold on a minute, Mr. Forsyth; my question was as to flagging done by the board of public works. Now, I want to know what the sinking-fund commissioners are doing with the vouchers for work done by the board of public works.—A. That I cannot tell you.

Q. Do you not know now from the fact that the sinking-fund commissioners have these vouchers, that this was not done by the board of public works?—A. I tell you that that work was done at the dates then, and I made out the accounts so. I knew nothing about where they were paid, or how they were paid, and I never bothered about it.

Q. These vouchers have fallen into the hands of the sinking-fund commissioners. Who gave you access to these vouchers?—A. I went to the auditor of the board to inquire of him if such vouchers were in his possession, and he said "no." He told me they must be up there, if they were to be found at all. I went up there and found them. I wanted to be satisfied about the dates, because I knew the board of public works were in power at the time, and consequently that I made the measurements. It was to place myself right.

Q. Were these measurements made by you at the time the work was done?—A. Yes, sir.

Q. And the original vouchers are on file there with the sinking-fund commissioners?—A. Yes, sir.

Q. How much has been done by the board of public works since that time?—A. O, that is all the work that has been charged.

Q. That is all that there is of it?—A. Yes, sir; I made that at the request of Mr. Bass. He requested that information and I prepared that for him.

Q. When were the gutters put in?—A. They were put in at the dates named there.

Q. Did you make any examination of the vouchers to ascertain how much gutter had been put in there?—A. The square yards of cobble-stone show you.

Q. The amount for which you find vouchers with the sinking-fund commissioners seems to be 12,584 square feet?—A. Yes, sir.

Q. And then you say that the charge here on page 441 of the governor's answer is for 17,229 square feet. When was the difference between 12,584 and 17,229 done?—A. I guess that must have been done between 1868 and 1871.

Q. Did you find vouchers for that?—A. No, sir.

Q. Where are the vouchers for that?—A. They must be in the register's office of the city.

Q. Have you seen any measurement of that flagging. It takes 4,645 square feet to make up the difference. How did you get that measurement?—A. In the government report. We measured all the points that are designated there, and then I have deducted from the Government what was charged in those voucher that are in the sinking-fund commissioners' possession.

Q. That is the way you got at it?—A. That is it, sir.

Q. In other words, you took this amount as you found vouchers for this amount, and then accounted for the difference by saying that the old corporation had done it in 1868 and 1871?—A. Yes, sir; because all the original work for the Government was from actual measurement.

Q. But that is the way you got at it in making up this paper?—A. Yes, sir.

Q. How do you know the old board had done that work between 1868 and 1871?—A. The old corporation do you mean?

Q. Yes, sir.—A. I knew that no other persons did it.

Q. You know it was done?—A. I knew it was done, and it was done by them.

Q. What kind of flagging is that?—A. Sixteen-inch flagging.

Q. How much?—A. Sixteen inches in width, and three feet long.

Q. Is it uniform in size?—A. O, no, sir; it is irregular.

Q. Irregular flagging?—A. It is irregular; in pieces of lengths of three, four, or five feet, probably.

Q. Is it sawed flagging?—A. It is what they call 16-inch flagging.

Q. It is rough flagging, is it not—quarried?—A. Well, it is rather rough.

Q. It is just as it came from the quarry, rough?—A. Yes, sir.

Q. How did you get this price, sixty cents, to the Government—how did you get at that?—A. That I cannot tell you. That is the price, I think, that the board paid for that—that the board pay for stone of a similar character.

Q. That is the price that the board is now paying for that kind?—A. I think so.

Q. But this had been done some time ago?—A. Well, I think it was dearer then.

Q. Do you know what this flagging costs a square foot?—A. I can bring you the information what it cost the corporation.

Q. Do you know what it costs to deliver it from the quarry?—A. I do not know anything about it.

Q. In all your engineering here, you never ascertained what this flagging cost delivered in Washington?—A. Never, sir.

Q. Do you know anything about what it costs to joint it and lay it?—A. I do not.

By Mr. BASS:

Q. What were the duties for which you were paid?—A. I had to establish the lines of the streets; and I had to make out the assessments, and do any other work that might be required or that I had time to do.

By Mr. WILSON:

Q. Do you know anything about the character of the certificates that were issued upon these assessments that you make against the streets; certificates issued against the property?—A. I know nothing about them.

Q. Do you know whether the certificates that are issued against the property-holders correspond with the cost of the street?—A. I know nothing whatever about it.

By the CHAIRMAN:

Q. I wish to ask you, sir, about a matter that I find here on my table. It relates to a triangular space between M and N street north and Connecticut avenue and Eighteenth street west. Do you know of any such space?—A. Yes, sir.

Q. I find on page 406 of the governor's answer that the Government is charged with \$3,981 for concrete pavement; do you know the size of that space?—A. I know nothing about the size; no, sir.

Q. Did you go with Mr. Samo to measure this ground?—A. I have, sir.

Q. How did you measure that particular space?—A. I cannot tell you how it has been measured now, it is so long ago.

Q. You are very certain that you went there with your assistants and made measurements?—A. O, I have been everywhere where Mr. Samo has been.

Q. Have you any recollection of this particular space?—A. No, sir.

Q. You do not know that you were ever there?—A. No, sir; Colonel Samo can give you the facts in relation to it.

Q. I am just asking now if you were present there.—A. I was present; yes, sir.

Q. And the measurement that you made there was a correct measurement?—A. I think so.

Q. You know nothing about the size of that reservation?—A. No, sir.

Q. You do not know how much pavement was measured at that time?—A. I cannot tell you now.

Q. Where are the papers or memoranda that you made at the time?—A. Colonel Samo has them.

Q. He has the memoranda of measurements made about public reservations?—A. He has.

Q. Have you no memoranda in your office relating to that?—A. None whatever.

Q. Nor Mr. Oertly?—A. Not that I am aware of.

Q. Nor Mr. Cless, the engineer of the board of public works?—A. Not that I am aware of.

By Mr. WILSON:

Q. Did you assist in making up the statement of the amount of work



done by the board of public works with a view of getting an appropriation of a million and two hundred and forty-odd thousand dollars from Congress?—A. Yes, sir.

Q. You assisted in making that up?—A. I did.

Q. That was made up for the purpose of showing to Congress the amount that was due by the United States for work done by the board, was it?—A. I presume so.

Q. Is that the fact, that that was the purpose for which it was made?—A. Yes, sir; certainly.

Q. I want you to take this report of 1872 and look at the points that I will call your attention to, commencing at the P-street circle. You have heard of that place?—A. O, yes; that is familiar to me.

Q. You find a charge made there of 1,912 square yards of brick pavement?—A. Yes, sir.

Q. Was it there when you made that?—A. I presume so; if it was not there it would not be entered here.

Q. Do you say it was there?—A. I do believe it was there; if it was not there it would not be entered here.

Q. You say that?—A. I do, indeed; and there is a great deal of it there yet.

Q. Well, your reason for saying that that pavement was there is because you find it in that account?—A. No, sir; I know there is pavement there now.

Q. Where is that pavement?—A. Upon Twentieth street, upon P street, it was, I presume, partly around that circle.

Q. You say there was part of it around that circle?—A. I do. I believe it was. I know that this amount must have been there because it was so measured at the time; a good many changes have taken place where brick pavement has been taken up and asphalt substituted.

Q. Now, you will find 1,289 feet of sewers charged there, do you not?—A. I do, and I guess you will find all that there too.

Q. Was that there then when you made out that account?—A. I have not got anything to do with making out this, [examining book.] This is not—

Q. That is the account that you made out against the United States for the purpose of getting the appropriation?—A. Yes, sir; I see it is. I thought it was an estimate.

Q. Well, now, I ask you the question; was that sewer there when you made out that account?—A. That sewer was around the circle, and in connection with it.

Q. You say it was there?—A. Yes, sir; if it was not on the ground it would not be down here.

Q. Exactly; I understand you. Now, turn to page 48, Scott statue. See if you find a lot of brick pavement there. Was that brick pavement there when you made out that account?—A. Well, I think the brick pavement was, and it is there now, too.

Q. You think that brick pavement was there when the account was made out?—A. I do, sir.

Q. And you think that is there now, do you?—A. I do.

Q. What is your reason for thinking it—because you find it in that account?—A. No; I know the brick pavement was laid there.

Q. Now look at the circle at P and Thirteenth. Do you find there 6,683 square yards of wood pavement?—A. I find asphalt pavement here.

Q. Do you find that amount of wood pavement there?—A. No, sir. I find 6,683 square yards of asphalt.

Q. Let me look at it.—A. It is asphalt that is laid there.

Mr. MERRICK. Here is the report of 1872. It is written, "Wood pavement—P-street circle and Thirteenth street, at \$3.50."

Mr. WILSON. In this book it is asphalt.

The WITNESS. It is asphalt that is laid there.

By Mr. WILSON:

Q. There was not any wood pavement there at the time it was made?—

A. No, sir; it is asphalt that is there.

The witness, after having been informed that he had been looking in the wrong place in the book, was asked:

Q. Was there any wood pavement ever laid there?—A. Not that I know of.

Q. Was there any concrete there at that time?—A. Yes, sir.

Q. Look at Farragut Square—"1616 square yards of flagging"—do you find that?—A. Yes, sir; that is all right.

Q. Was there any laid there at the time that was made?—A. Yes, sir; I presume that was there.

Q. Do you say it was there?—A. I cannot say; of course it is charged here, and it must have been there, and done at the time. I do not recollect anything about it, now.

Q. Now look at page 49, "City Hall Reservation," see if you find on Fifth street, "1,638 square yards of brick pavement?"—A. O, that is an error.

Q. You find it there, do you?—A. I do.

Q. Do you find 4,216 square yards of concrete pavement?—A. Yes, sir.

Q. Do you find 1,443 yards of parking?—A. I do.

Q. And 1,240 square feet of coping?—A. Yes, sir.

Q. And 1,100 of sewer?—A. Yes, sir.

Q. Was any of that done at the time you made out that account?—A. The work that was done there was done on G and Fourth street.

Q. Was any of that done when you made out that account?—A. There is an account for G and an account for Fourth street—there is something wrong about this.

Q. Was any of that done at the time you made out that account; do you not know it is not done to this day?—A. I know that Fifth street is not done; but there is some confusion about this that I wish to explain.

Q. That was not done?—A. On Fifth street it was not done.

Q. And is not done to this day?—A. No, sir; nor was it ever measured by Colonel Samo or any other person.

Q. I am not talking about that. That was the amount you made.

Governor SHEPHERD. It was an estimate to submit to the Government.

Mr. WILSON. If you look at the head of it you will find that you say that the board of public works has done the work and want the money.

Q. Look at Ohio avenue and see if you find 23,022 yards of wood pavement, page 50.—A. I presume that is all right.

Q. You find that there?—A. Yes, sir.

Q. Amounting to \$8,162?—A. Yes, sir.

Q. Was there ever a square yard of wood pavement laid there?—A. On Thirteenth street?

Q. At this point I am asking about—Ohio avenue.—A. There is wood pavement laid on Thirteenth street from the avenue to the canal.

Q. I didn't say anything about Thirteenth street.—A. This is on the west side of Thirteenth street.

Q. I did not say anything about the west side of Thirteenth street.—

A. This is the reservation that it has reference to.

Q. Let me have that book a moment.

The WITNESS. It says the west side of Thirteenth street.

Mr. MATTINGLY. Ohio avenue crosses Thirteenth street.

Q. Now do you say that a wood pavement has ever been laid there, [indicating in the book the point to which he desired to direct the witness's attention.]

Q. Do you mean to say that a wood pavement was ever laid there?

The WITNESS. What place is that? Well, Thirteenth street is paved with wood, and this is the amount of wood that is laid in front of that—that public space on Thirteenth street.

Q. You think that has not since been laid with cobble-stones?—A. No, sir; this is along the line of Thirteenth street, and fronting the space.

Mr. WILSON. Very well; we will see about it hereafter.

Q. Look at Marine hospital there. Do you find curbing and pavement?—A. I find a brick pavement there.

Q. Was it done when that account was made up?—A. I presume so; if it was not, it would not be here.

Q. Is it not only partially done?—A. I don't know about that; it is done, I presume.

Q. You presume it was done because you find it there; is that the fact?—A. I know it is done.

Q. Was it done then?—A. I think so.

Q. Why do you think so?—A. Because I know it was done.

Q. You are sure of that?—A. Yes, sir; if it was not done it would not have been measured and included here.

Q. We found some on Fifth street measured and included there that you say was not done.—A. I say in this case; on Fifth street it was an error; it is a mere estimate.

Q. The fact you found it in that is not conclusive it was done. That might be an error and might not.—A. I am speaking—

Q. Is not this a fact, that the work embraced in that was not done, but that you simply made up a statement?—A. Now that is what I have been looking at this book for.

Q. You made out a statement with the view of having an appropriation from Congress?

Governor SHEPHERD. Perhaps I had better explain that. I can do it in a more intelligible way than the witness can, doubtless.

Mr. WILSON. I would rather have his explanation, governor.

Governor SHEPHERD. I don't think he can give you any explanation, really. These measurements here were made by Mr. Oertley, and made in this way: We were making up this work which had been contracted for and was in progress, and in September, or about the 1st of October, I said to Mr. Oertley, "Make up an estimate of what the Government's proportion will be, in order that it may be submitted to Congress in our annual report." He did so. That is all that it ever purported to be; an estimate upon which this appropriation was predicated, the appropriation which was made January 8, 1873. I will say further, Judge Wilson, that the horse disease came on that fall and effectually stopped everything in the shape of improvements, and a great many improvements which were projected were not finished owing to that fact. I will say further in regard to the point raised yesterday in reference to reservations, that this appropriation did not refer to reservations. It says for grading, sewerage, and other improvements upon



and adjoining the property of the United States in the District of Columbia.

MR. WILSON. Yes; but is it not a fact, governor, that this account was carried before the Committee on Appropriations, and upon that account—assuming that it was work that had been done by the board of public works—a report was made in favor of the appropriation?—A. Yes, sir, in bulk; and in bulk you will find it correct; but this proviso was put in: “Provided that all payments under this appropriation shall be made only upon vouchers approved by the officer in charge of the public buildings and grounds of the District, and after full examination and measurement of the said improvements and approval of the prices claimed therefor.” I said to the committee at the time that there were errors in these measurements—that part of the work had not been completed. The measurements were made up, and at that time exceeded the amount of this appropriation over \$80,000, as will be found by the record in the Treasury Department. The amount actually done by the District government for the United States when this appropriation was made was \$80,000 more than the appropriation.

MR. WILSON. Is it not the fact that at the time that appropriation was made it was urged that Congress ought to make it immediately, because it was needed to pay the workmen of the board of public works?

Governor SHEPHERD. There is no question about that; it was used in that way.

Q. But, then, it is also true that the work that is specified in that account had not been done at the time?—A. A few items had not been; but in the bulk, Judge Wilson, a great deal more had been done, as is shown by the fact that the vouchers submitted were \$80,000 more than the appropriation.

By MR. WILSON, (to the witness, Forsyth:)

Q. You stated to the committee a little while ago that you made out this account with a view of getting this appropriation?—A. No, sir; I had nothing to do with making out this account.

Q. I thought awhile ago you said you had?—A. Not this particular account.

Q. What particular account did you make out?—A. All I made out in relation to that was that I assisted in making out the old corporation one. I had nothing whatever to do with making out anything in relation to this report.

Q. I want to know why you put into this account work that had never been done?—A. You have been placing in my hands a book that was merely made out upon estimates, and I was wondering how it was such mistakes could have occurred. Consequently, I wish to withdraw whatever testimony I have given, or rather what has been extracted from me, on this point until I get the papers.

MR. WILSON. I have not extracted anything from you. I have simply asked you questions.

THE WITNESS. Well, whatever I have said in answer to your questions in relation to it. This is simply headed “United States to the board of public works, for work done on Pennsylvania avenue northwest, from Twenty-first street to Rock Creek.” It is simply an estimate.

Q. Then the account proceeds to itemize the various—

WITNESS. I presume this must have been generally on an estimate.

THE CHAIRMAN. Mr. Forsyth, the committee have concluded, perhaps,

we had better defer your further examination until you have had an opportunity to examine the book and the papers.

Q. You say that the board of public works has not done any grading on Pennsylvania avenue between Fifteenth street and Rock Creek since the wood pavement or the concrete pavement was laid there?—A. Except between Fifteenth and Seventeenth. There has been some there.

Q. Since the wood pavement was put down there?—A. No, sir; there has been no grading since the wood pavement has been put down there.

W. W. DEMAINE recalled.

By the CHAIRMAN:

Q. I see two papers here that you have prepared—one relating to the triangular space between M and N street north, and Connecticut avenue and Eighteenth street west?—A. Yes, sir.

Q. You have made measurements there?—A. Yes, sir; but that paper does not contain those measurements.

Q. It contains a statement?—A. Yes, sir. I see the other one is space at intersections of New Hampshire avenue and Twentieth street.

Q. That is, these two papers were prepared by you?—A. Yes, sir.

By the CHAIRMAN:

Mr. Mattingly, I desire these papers shall go in evidence, and when they have been printed with the proceedings you can examine them, and then interrogate the witness in regard to them.

The following are the papers referred to:

The triangular space between M and N streets north, and Connecticut avenue and Eighteenth street, west, contains  $58\frac{1}{2}$  square feet. But it is reported as containing 13,200 square feet in the report of the board of public works for 1873. (See page 9 of the areas of ground belonging to the United States, in the city of Washington.)

In the same report, in connection with this, is described another similar space, containing 2,750 square feet at the intersection of Eighteenth, N, and Connecticut avenue, but no such space is found in that locality. For the improvements of this space the Government of the United States is charged \$23,484.38. (See governor's answer.)

Page 406. Reservation at Connecticut avenue, M, and Eighteenth streets, northwest.....	\$3,981 33
Page 438 and 439. Reservation at Connecticut avenue, M, N, and Eighteenth streets, northwest.....	20,780 65
Page 454. Reservation at Eighteenth, M, and N streets, northwest.....	4,723 00
Total .....	29,484 98

W. W. DEMAINE,

*Civil Engineer.*

New Hampshire avenue reserve, at the intersection of O street, northwest: (See page 453, governor's answer,) compared with page 9 in report of the board of public works for the year 1873, viz, areas of ground belonging to the United States in the city of Washington, there described as space between New Hampshire avenue, O street north, and Twentieth street west, containing 2,700 square feet, for the improvement of which the United States is charged \$11,462.50. (See governor's answer, page 453.) This so-called reserve I have measured, and find as follows:

103 square yards of brick pavement, at \$1, amounting to.....	\$103 00
58 square yards of asphalt pavement, at \$1.35, amounting to.....	78 30
20 square yards of sodding, at 50 cents, amounting to.....	10 00
183 linear feet of 5 inch (B. R.) curb, at \$1, amounting to.....	183 00
10½ linear feet of circular granite curb, at \$2.05, amounting to.....	21 52½
Total cost.....	395 82½

This so-called reserve or public space lies wholly in the intersecting avenue and street, a portion of which is included between the intersecting lines of New Hampshire avenue and Twentieth street: these lines, being produced, intersect in the point

marked (a) on the above diagram. There are other similar reserves designated in the same report, the areas of which would be correctly expressed by the definition of a mathematical point, but which are represented in said report as containing extensive areas.

W. W. DEMAINÉ,  
*Civil Engineer.*

By Mr. MATTINGLY:

Q. Just state what this paper is, [handing witness one of the papers introduced.]—A. This is the space at the intersection between M and N streets north and Connecticut avenue and Eighteenth streets west. There is a little space there that is now improved, containing a number of feet you see there—585 feet.

Q. These are the continuation, the production of the building-lines on the avenue and the streets. This [indicating on the diagram] is M street, and this Connecticut avenue, and this N street. Did you measure the carriage-way around that?—A. I did; but I have not it here, because I only wanted to show the area of that space.

Q. The area of that triangular reservation?—A. Yes, sir.

By the CHAIRMAN:

Q. That triangular space there contains an area of 585½ feet?—A. Yes, sir. The pavements surrounding it, of course, would include more.

Q. Did you measure those surrounding pavements?—A. I did; but the measurements are not contained in this paper.

Mr. MATTINGLY. I understand his object is simply to show the superficial area of that space.

Mr. STEWART. Within the building-line or within the paving-line. It is an absolute space that exists between this avenue and the street. It is no part of either the avenue or the streets, but actually exists. If those lines are produced, they will include that.

By Mr. MATTINGLY:

Q. What lines are those you have extended—the extension of the building-line or the curb-line?—A. The building-line, of course. I would have drawn the pavement if I had intended—

By Mr. STEWART:

Q. Did you measure simply what was in the building-line, or did you measure out to the paving-line, so as to get the entire space?—A. It is not included in this paper, but I did measure that. I had no such object in view in bringing this paper here.

Q. Is not the vacant space around which the pavement is, which is an improved public space, much larger than 500 feet?—A. The absolute space which is included between the production of those building-lines is no more than is represented there.

Q. The absolute space included in the park up to the sidewalk; how much is that?—A. Well, I have just told you that I have not included that in that. It is more. I suppose it is probably 30 or 40 feet more—wider. I mean the paving and the parking.

Q. How many superficial feet are there within the paving-line which is in that park?—A. I have just told you, sir. I have not the notes of that here. It is only absolute space in what might be called the reserve.

The CHAIRMAN. I think I understand the object of this. These gentlemen desire to offer this in evidence, for the purpose of showing that it cost the Government \$29,484.93 to pave around a space of 585½ square feet.



Mr. MATTINGLY. I think it would have been a much fairer statement if they had included in that space what is actually on the ground.

The CHAIRMAN. That, of course, you can explain afterward.

The WITNESS. I can explain that—

Mr. MATTINGLY. You merely extended the building-line?

The CHAIRMAN. These measurements are of no value whatever, except to show that on this Government space of 585 feet, there have been expended \$29,000.

Mr. STEWART. Does it show that?

Mr. MATTINGLY. I do not understand that it does show that.

Mr. STEWART. I do not think it shows anything of the kind.

The CHAIRMAN. That is the object. I do not say that it shows it. The whole reservation is a space there, whether it is within the street or not. It is a public space that is not used.

Mr. JEWETT. That is the object for which this statement is introduced. That we can discuss afterward.

Mr. STEWART. That shows that what was in the building-line cost so much.

Mr. CHRISTY. I will explain that there was a Government space that they improved—

The WITNESS. It is described as being contained between certain intersections of streets, and as containing—I think it is two thousand—I think it is fourteen thousand. You will see on the paper itself, containing so many feet. At least, I found that the absolute space that was contained between these lines was only 585½ feet.

By Mr. STEWART:

Q. Did you measure the whole park?—A. I did, but it is not in the statement.

Q. How much was it?—A. I do not recollect, but I can bring the paper here; but I had no reference to that.

By the CHAIRMAN:

Q. You do not include any portion of the pavement of the street in this area at all?—A. Not at all.

Q. You include the area around which the pavement and sidewalks are laid; that is all you include?—A. Not even that much. It is the production of the lines where these building-lines go, for they have extended this space considerably up beyond the building-line, and it is a part of the street; it is no part of the reservation, that is, of the space that is contained between the production of these lines the avenue lines, and the street.

By Mr. MATTINGLY:

Q. Would it not cost much more to have that continued out right across that than to have it left there as a park?—A. I have my doubts about that. It would not have cost to have paved it with that same pavement more than \$500.

Q. With a concrete or wood pavement?—A. That small space I spoke of.

Q. Not more than sodding?—A. The sodding—

The CHAIRMAN. You, of course, know perfectly well that these streets, if paved at all, would have to be paved so as to include this space?—A. Of course.

Q. Therefore, it is simply a question as to the propriety of making this space a reservation?—A. Yes, sir.

Mr. STEWART. Please bring in the full size of the reservation to-morrow.

The WITNESS. In this improvement, if the citizens or the property-holders had been charged for one-third of that, it would have cost that much less if it had been paved with the asphalt as the rest of them were.

Mr. MATTINGLY. What do you understand that charge to be for?—A. For all spaces for which the Government pays for five-sixths of the work done to that space—not only that space, but the work done about it, and that the property-holders are merely charged for one-sixth. Now, there is one-sixth left. If that improvement about this little space had not been done, but simply a pavement—a common pavement like the rest of it, it would not have cost much more than \$400; a common pavement like that, that is done about these little spaces.

Mr. MATTINGLY. I do not comprehend it.

The CHAIRMAN. I think I comprehend.

The WITNESS. I say, if it had been taken in as the rest of the pavement, without any of those other improvements, without any flagging, footway, or anything, it would not have cost more than \$400 to pave it.

Q. To pave what?—A. That 585 square feet.

By Mr. MATTINGLY :

Q. Do you understand this \$29,000 is a charge for paving this little space?—A. No, sir; it is a pretense for charging the Government where the Government had no right to pay.

Q. You think that all the improvements along there ought to have been paid for by the property-holders instead of by the Government?—A. No, sir; my idea is that ought to be paved like the rest of the streets.

Mr. MATTINGLY. It is.

The WITNESS. But there is a pavement around, an asphalt pavement all around it. And there are trees and other improvements; and so on. There is to be a park there when it is completed. It is not completed yet. It will probably cost \$30,000 when completed.

Q. The sidewalks and trees form a very small proportion of the \$29,000, do they not?—A. That may be.

The CHAIRMAN. I suppose, Mr. Mattingly, that this is a sample of a large number of cases in the city, of spaces that have been left which were not originally Government reservations, that the gentlemen desire to bring the attention of the committee to? I do not know how that is.

Mr. CHRISTY. That is so. It would have been very much better for the Government to have abandoned all these spaces than to have asserted their right to them at this large cost to itself.

The CHAIRMAN. Of course, if there had been no Government space here the property-holders would have paid one-third.

Mr. MATTINGLY. If this committee can decide these spaces do not belong to the Government, private individuals owning property in front of them will be very apt to take a good many of them.

The CHAIRMAN. I can see no conceivable purpose for which this can be offered except for that.

Mr. STEWART. The point made by the witness is that, I suppose, instead of having these little corners or reservations, the streets should go clear across.

Mr. MERRICK. Just precisely as it is in the case of the space in front of the Bank of Washington. It is paved all over there, and ought to have been in all these places.

The CHAIRMAN. For the purpose of showing that, I think this is proper testimony to present. Mr. Merrick, may I inquire how you are progressing now with your testimony?

Mr. MERRICK. We are very nearly at the close. I think we shall close our examination-in-chief to-morrow.

Mr. CHRISTY. Undoubtedly.

I can say to the committee that we desire to examine Mr. C. H. Evans, the book-keeper of John O. Evans, and we also desire to propound certain questions to Mr. James A. Magruder and two or three other persons.

JAMES A. MAGRUDER recalled.

The CHAIRMAN. Mr. Christy, you wanted him to bring you a statement, as nearly as you could get it, of the amount of certificates paid for in money, and the amounts of certificates paid out to the contractors?

Mr. CHRISTY. Yes, sir; that is what we desire of the witness. We desire to ascertain the extent of his cash payments.

The WITNESS. I have a statement here, [presenting the same to the chairman.]

The CHAIRMAN. Mr. Magruder hands the committee a statement, which appears to be a statement of the checks drawn in the First National Bank of Washington from January, 1873, to January, 1874.

By the CHAIRMAN:

Q. Are those checks payable to the parties named there by you?—A. They are payable to the parties named here by me.

Q. Are they payable to order or to bearer?—A. Some of them payable to order. I will just state, for instance, that there are a good many of these which have been paid into the banks. These are the parties' certificates that these checks were paid on.

Q. But are they the parties to whom the checks were actually delivered?—A. No, sir; the parties to whom the checks were paid in a great many instances—for instance, here is one that I see, of Lockwood & Brother, per Moses Kelly, cashier, and so on. But I paid into the banks a great deal of this money. They held certificates and loaned money on them, and wherever that was done I made the checks payable to the party to whom the certificate was payable per the cashier of the bank.

Q. Then this statement here does not show to whom the money was actually paid?—A. No, sir; it shows to whom the certificate was actually made.

Q. It shows the times the claims were paid and the dates of the checks?—A. Yes, sir.

By Mr. MERRICK:

Q. The banks held, for example, the certificates of A. B. to the amount of \$20,000, or any other sum?—A. Yes, sir.

Q. Then you paid the bank when the bank presented the certificate of A. B. for work done by him—you paid the bank the money without knowing whether it went to redeem that certificate or not?—A. No, sir; I know the money went to redeem the certificate, because I took up the certificate.

Q. You did not pay to the party, but to the bank, as the holder of that certificate?—A. No, sir; I paid it to the bank as the holder of the certificate.

Q. You did not pay it directly to the contractor?—A. No, sir.



Q. Therefore that statement does not show what money you paid to the contractors, and what money——?—A. No, sir; it is impossible for me to show that.

By the CHAIRMAN:

Q. Nor does it show the amount of money paid to any particular bank on account of contractors?—A. No, sir.

Q. For example, if the First National Bank had four or five certificates of A, B, C, D, &c., you would draw a check payable to A, B, or bearer?—A. Yes, sir—no, I would draw a check payable——

Q. To the First National Bank?—A. No, sir; to "John O. Evans." For instance, this shows "January 13, a check of John O. Evans, \$25,738.44;" "C. E. Evans, \$15,000;" "Lockwood & Brother, \$5,000," &c.

Q. Did those parties named by you receive that money, or did somebody else receive it? Do you know?—A. No, sir; that I do not know.

Q. Nor does that statement pretend to designate?—A. No, sir; it only pretends to designate what certificates—who were the owners of the certificates that this money was paid on.

By Mr. MERRICK:

Q. It does not represent the payee of the draft?—A. No, sir.

Q. This statement, then, does not discriminate between contractors to whom you paid money and the contractors to whom you paid scrip?—A. No, sir; it shows that I paid this in money.

The CHAIRMAN. This shows how much money you have paid out, but not to whom. [No reply.]

By Mr. BASS:

Q. Does each one of these sums indicate a separate check?—A. Yes, sir.

Q. If any individual presented to you the certificate of the original made to a certain party, you gave a check for the amount of that certificate, as in this case? [Indicating.]—A. Yes, sir.

Q. To whoever presented it?—A. Yes, sir.

Q. And you sent a check, payable, using the name of the individual to whom the certificate originally ran. Now, then, did you draw a check for each certificate, supposing the same man presented you half a dozen certificates?—A. No, sir. Sometimes half a dozen certificates were embraced in one check. Some of these men held five or six certificates.

Q. Is there any case where a speculator presented you several certificates at the same time?—A. No, sir.

By Mr. JEWETT:

Q. Are those certificates that you issued to a contractor payable to him or bearer, or to him or order?—A. They are written in this way, the auditor writes the certificates: "I have this day audited and allowed the account of" such a man, for so much money. The indorsement of his name on that we have always considered as authority to pay it.

Q. Suppose to-day twenty of these certificates had been issued, one to A, one to B, and one to C, and so on, and to-morrow E should present twenty of these certificates, you would give him a check for the full amount?—A. Yes, sir.

Q. Without knowing whether or not the owner of those certificates had received the money, or what proportion he had received?—A. Yes,

sir; I would give him a check, because that is my voucher for the payment of the money.

Q. The taking of the certificates is all you had to do?—A. Yes, sir.

Q. Your account does not show whether you paid the money to the parties to whom the certificates were originally issued or whether it was paid to a purchaser?—A. No, sir. In a great many instances it does. If the party himself brought the certificate, he got the check.

Q. Your system of keeping accounts, however, does not make it necessary that your books should show that the contractor himself got the money?—A. Not at all.

Q. That is not necessary according to your accounts?—A. No, sir.

Q. The system of your accounts, then, permitted a speculator in the certificates of these contractors to buy them at whatever rate he could, and you paid him the full amount of the money?—A. That would do it. That was the necessary consequence of the way we did our business.

Q. Then neither of these accounts will develop the amount of money paid to the original contractor?—A. No, sir.

By Mr. MERRICK:

Q. Did you have any rule of apportionment in paying contractors so as to give them a certain proportion of money and a certain proportion of certificates?—A. No, sir.

Q. Did you give to some contractors more money and less certificates and to other contractors more certificates and less money?—A. We paid out the money just as fast as we got it; then we paid whatever we had.

Q. And then you paid in certificates after it was exhausted?—A. Simply this. Up to July last we paid out no certificates—no sewer-certificates, and no certificates of assessments at all. We paid money.

Q. You paid altogether money up to July last for all your contract-work?—A. I think so; no, I think we had some sinking-fund bonds that we paid out; but, with the exception of those, we paid out money up to that time for all the settlements that we made.

By the CHAIRMAN:

Q. To everybody?—A. To everybody as they came. I paid them just as fast as they came in, unless there was some reason why they should not be paid.

Q. Then your certificates at that time, of course, were at a very small discount?—A. I do not think they were discounted at all, probably. The bank loaned money on them, I know, at interest.

Q. Was that up to July, 1873?—A. Up to July, 1873. I think up to that time the certificates were very near par, probably less the common amount of interest: 92, 93, 94, or 95. The banks were loaning money on them at 8 and 10 per cent. interest to the contractors, and taking the certificates as collateral.

By Mr. MERRICK:

Q. What money had you except the proceeds of the four-million loan and the appropriations made by Congress?—A. And some money that we got on these assessments.

Q. Did you not pay out all the money derived from the appropriation by Congress not later than the month of March, 1873?—A. O, no. We paid out money after March, because some of our appropriations from Congress we did not get until after the 30th of June. Nine hundred and thirteen thousand dollars had not come into our hands until the last of the fiscal year.

Q. Did you pay out the four millions of bonds, or did you sell the bonds

and release the money?—A. We paid it out in money. The government of the District sold the bonds.

Q. And turned over the proceeds to you?—A. And turned over the proceeds to us.

Q. That is to say, four millions of dollars, less two hundred and forty thousand dollars?—A. Yes, sir; which the legislature afterward supplied by bonds; and we paid out those bonds as money.

By Mr. BASS:

Q. Does this statement contain a statement of all the cash you paid out?—A. Yes, sir.

Q. So that you did not pay out any cash between January 25th and March 7th?—A. No, sir; unless it is in the other list.

By Mr. MERRICK:

Q. You exhausted the \$1,240,000 loan on the 27th of January, and then you had no cash until the appropriation of March 3d?—A. No, sir.

By Mr. STEWART:

Q. Did you have any way whereby you observed the priority of claims in their payment?—A. No, sir.

Q. You did not establish any rule whereby you paid them in the order of the priority of issue, or priority of maturity?—A. No, sir. A man would go right up, and come down to my door with a certificate, and I would pay it.

Q. Much depended on the speed, then?—A. Yes, sir, a good deal; but a man would do work sometimes, and would not get a certificate until four or five months after his work was done.

Q. Of course; but after he got his certificate then, the time that he got it did not make any difference to you?—A. Not to me; I didn't know the certificates that were out.

By the CHAIRMAN:

Q. You paid every certificate that came when you had money?—A. When I had money I paid it, unless there was some particular reason why that particular claim should not be paid at that time.

By Mr. STEWART:

Q. What reason could there be, if he had his certificate? Was not that a final liquidation of it, and a closing-out of that account?—A. Sometimes we thought one man had had money enough for the present, and we would not pay him because we wanted to pay other people.

Q. Then you did exercise a discretion above the fact of their getting there first?—A. Men would come in to me with half a dozen certificates, amounting to \$30,000 or \$40,000, and I would pay half and let them wait for the other half.

Q. Then you did not exactly adopt the rule of first come first serve?—A. O, no, sir; in little affairs I paid off as fast as they came to me if I had the money. I never let them go out of the office. I always considered that people of small means were rather more entitled to receive their pay than men who had large credit and could do without their money.

Q. Would you have been annoyed as much if you had adopted the rule that they should be paid in accordance with the date of their issue?—A. I think we would have got along much easier.

Q. Who invented the system of this paying first come first serve?—A. Well, that was not exactly the system.



Q. Well, the system that you did have, who got it up?—A. Nobody invented it; it invented itself. If you had been down there you would have seen probably a hundred people standing around my door, all trying to get in.

Q. Is it not usual to adopt some rule; would not that have relieved you?—A. Yes, sir; I think it would, and I wish I had.

Q. Did it not occur to you at the time that that was absolutely necessary almost?—A. No, sir, it did not; I wish it had.

Q. I should think you would have had a pretty rough time if you adhered to that rule of doing business?—A. I had a rough time, sir.

Q. That gave you a great deal of discretion—gave you power to discriminate pretty strongly between them?—A. Yes, sir.

Q. Gave you the power to postpone one claimant and pay another?—A. Yes, sir; I could have done that.

Q. Did you do that sometimes?—A. No, I did not; I was too anxious to get rid of everybody that came.

Q. You say you never showed any partiality in the payment of these debts, except as you have stated, in favor of the small debts?—A. No, sir; I never showed any partiality to anybody; not one instance.

Q. How was it with the banks?—A. I did with the banks, because the board went to the banks and asked them to help these people along to keep our own going until we could raise money to pay up, and then I would go right over to the banks as soon as I got the money from the Government and pay the certificates right off, and take them up. Both these banks assured me that they never had bought, in a single instance, one of these certificates. One of the banks assured me that they had loaned the money to them at 8 per cent. per annum, and the other at 10.

By Mr. HARRINGTON:

Q. Holding the certificate as collateral?—A. Yes, sir.

By Mr. STEWART:

Q. Then I understand you that the banks merely loaned the money to the contractors?—A. That is all.

Q. And when you got the money you paid that off?—A. Yes, sir; and then they had the money to lend them more when they got that. It was an effort with the board to carry on the work.

Q. Did they not sometimes buy the certificates?—A. They said not, to me; both banks assured me on their word and honor.

By Mr. CHRISTY:

Q. Please indicate the banks—A. The National Metropolitan and the First National Bank.

By Mr. STEWART:

Q. Both assured you that they bought none?—A. That they had never bought a certificate.

Q. Did you take any means to inquire of the contractors how this thing stood?—A. I have asked half a dozen. On one occasion one of the contractors, I understood him—he told me that he had sold his certificate at the First National Bank at a large discount. I had a little feeling about it, because it had been represented to me that they had not bought, and I went there and inquired; they said it was not true. I went to the contractor again and told him, "You told me" so and so.

Q. Who was the contractor?—A. Bartlett. It was a \$20,000 certifi-

cate. The fact was that he had not sold it to them. He had sold it to a broker.

Q. The broker had sold it to the bank?—A. No, sir; the bank hadn't it at all, and never had it. It was not paid for a long while. When it was paid, it was paid in sewer-certificates or these improvement certificates.

Q. Then I understand you to say that on no occasion have you paid money to the bank where they had bought the certificates?—A. No, sir; the banks had not bought the certificates.

Q. I say you did not pay money to them in any case where they had bought the certificates?—A. No, sir; not when I knew it. I understand that the Second National Bank bought some, but I did not know it until Mr. McKelden gave in his statement. I never knew until he said here before the committee that he had bought the certificates. That was the first intimation I ever had that he had done so. I suppose he was doing just what the other banks were doing—loaning money out on interest.

By Mr. BASS:

Q. How is this statement made up; have you taken your check-book?—A. I have taken the check-book.

Q. Copied from the stubs—each separate stub?—A. Yes, sir.

Q. I see here "George Neitzey & Co.," three separate stubs. Were they three separate checks, and three different stubs?—A. Yes, sir.

Q. So that if the same man presented you half a dozen certificates you gave him half a dozen different checks?—A. I do not know whether he presented all these himself or not. He may not have presented those himself.

Q. I see it is March 17th, and is left out of its regular place. Why was that?—A. Because I had two check-books.

Q. On the same bank?—A. Yes, sir.

Q. I see this is left out and put in afterward? [indicating.]—A. I was drawing checks to pay the employes of the board, and I had a clerk drawing those checks, and I was drawing my regular check-book at the same time.

The committee here adjourned until 10 o'clock to-morrow morning, April 22.

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WEDNESDAY, *April 22, 1874.*

The committee met pursuant to adjournment.

The journal of yesterday's proceedings read and approved.

JAMES A. MAGRUDEE recalled.

By Mr. STEWART:

Q. What books did you open when you commenced to pay out money?—A. I kept a regular set of books, and charged all the payments that are made.

Q. What books did you have? In the first place, did you have a blotter?—A. A blotter, a journal, and a ledger.

Q. You paid on certificates of the auditor always?—A. Yes, sir.

Q. When a certificate of the auditor came in and was presented to you and you did not pay it, did you make any note of that fact—of its being presented?—A. No, sir; I handed it back to the party who owned it.

Q. Did the auditor furnish you with a list of the audited claims?—A. No, sir.

Q. You had no communication with the auditor except the presentation?—A. Yes, sir; of the claim.

Q. And you made no note of those?—A. None at all until I paid the claim.

Q. You do not know how many were audited and how many were not audited?—A. No, sir.

Q. You did not have those facts before you; you say that you sometimes only paid 50 per cent. on them?—A. I paid all of one certificate; for instance, a man might come in with twenty or thirty thousand dollars; I would pay him a portion of the certificates and hand him back the others.

Q. Now, you exercised discretion there; and what I want to get at is what basis you had for exercising that discretion. You say the auditor did not furnish you any list of the audited claims; and when they were presented to you you did not take a list of them at all.—A. No, sir.

Q. Then how could you tell how to exercise that discretion in paying a part?—A. It would depend upon what money I had, in a great measure.

Q. Did it not always depend on the amount of accounts out and who owed?—A. I had a general idea. I would send for the auditor very often and ask him the state of an account; how much was due him, and how many certificates he had, and how much had been paid; and then turning to my books I could tell exactly how much he had been paid.

Q. But would you know the general state of indebtedness, whatever their claims there were, and their merits—how would you ascertain that?—A. I did not know that to anything like a nicety.

Q. You did not know that to anything like a nicety?—A. No, sir.

Q. Might you not, then, without having those facts before you, discriminate unfairly?—A. Well, yes; I might have done it; but not intentionally.

Q. You do not know any rule by which to pay them when your money run out? You had no rule by which to distribute this money? You did not pay them in the order of presentation, and did not register them when they were presented?—A. No, sir.

Q. You made no note of it, at all?—A. No, sir.

Q. You had no communication with the auditor, except what came on the certificate?—A. I very often talked with the auditor, and went up in his room and looked over his accounts very frequently.

Q. State what investigation you made prior to exercising this discretion. You say you frequently called on the auditor?—A. I frequently called on the auditor in relation to the state of a particular account—a large account. I asked him how much was due a man and how many certificates he had issued, and then by looking at my books I could tell exactly how many of those certificates had been paid.

Q. Did you look over the auditor's books at that time to see the state of other men's accounts, so as to know what proportion and how long they had stood, to form any idea of how much you ought to pay to that man?—A. No, sir.

Q. You made no comparison of that kind?—A. No, sir; if I had gone over all those things, I never would have done anything. It would have taken all the time I had to do it.

Q. Now, for instance, here is a check on the 13th of January. You paid a good many on that day. "Moses Kelly, to take up check on F.



N. B., \$54,144.04." What was that for?—A. They were checks I had given to the First National Bank, and they had held them. They were not paid. We had no money in the First National Bank.

Q. You say you have given a check to take up check. Who drew the check on "F. N. B.?"—A. I did; a good many different checks.

Q. These were checks that you had drawn on the bank?—A. Yes, sir; and they never were presented to the bank. If they were presented they were not paid. Mr. Kelly took them up, and when I got the money I went and took them up from him.

Q. Were there any complaints at any time about your discriminating in favor of one and against another in the payment of them?—A. Not to me.

Q. You think, yourself, it would have been a good deal better if you had had some order?—A. Well, I think it would, now.

Q. Do you think it possible that the information that you had before you—no record of the time when the claims were audited, no record of the time they were presented to your office—do you think it possible for you to get such a general knowledge of all the transactions of the District as to pay them equitably; to make an equitable distribution of it?

—A. I had a general idea of the account there; the work that had been done by the different parties, and I had the assistance of the governor, who knew more about the general work than anybody in the District.

Q. And when you were at a loss about it you went and made inquiry?—A. He and I consulted about those things when we had sums of money, as to how it should be paid.

Q. Were you able, when you consulted him, to show him how the indebtedness stood, in order to take his opinion?—A. No; he knew better than I did how it stood.

Q. It was not his business to keep those books, though?—A. No, sir.

Q. Was it possible for anybody to remember all the creditors, and how they stood?—A. No, sir; nobody could remember them.

Q. If you had kept the books in some order that would have fixed it by rule, it would not have been necessary to consult anybody, would it?—A. Well, I do not know but what it would.

Q. If you had had a rule you would have stood by it?—A. There were certain things—for instance, work done around the Government property—had to be paid for out of these Government appropriations.

Q. Could you not have had a rule for that?—A. We did pay them, helping others as much as we could.

Q. Then you did have a rule that you paid for work done around Government reservations out of the appropriations made?—A. Whenever a certificate was presented to me for work done around Government reservations, and I had any money, I would pay it.

Q. You mean out of the Government appropriations?—A. Out of the Government appropriations.

Q. You mean the United States Government?—A. Yes, sir.

Q. Did you set apart that fund exclusively for that business?—A. No, I did not. We helped everybody along when we had money.

Q. But you mean to say, simply, that you gave those who had done work around that the preference, other things being equal?—A. Yes, sir.

Q. That left a pretty wide discretion, did it not?—A. Yes, sir; it did.

By Mr. JEWETT:

Q. Had you any authority to determine whether you would pay the creditors of the Government in whole or in part?—A. No; I had no particular authority.

Q. The board had established no rules for the payment?—A. No, sir.

Q. I think it would be probably beneficial to you and satisfactory to the board if you would bring here now your pass-books with the different banks showing your deposits and your credits, with the stubs of your check-books.—A. Yes, sir.

Q. Will you bring them now?—A. I will do so.

Mr. CHRISTY. There is a matter of evidence remaining unsettled, as I am advised. A portion of the written testimony that we introduced was objected to on the part of the committee, by reason of the fact that knowledge was not brought home to the board of public works as to the experience of other cities, founded upon experiments. We desire now to offer in evidence portions of a report made by William H. Chase to the common council and board of aldermen of the city of Washington.

Mr. MATTINGLY. Who was William H. Chase?

Mr. CHRISTY. He was the gentleman who made the report to the then mayor (Mr. Emery) of the city. I want really to bring home knowledge to the gentlemen then connected with the city government of the contents of this report. I will call attention, so that the record may not be incumbered, to the portions of this report that we desire to offer. It is a printed report. The parts of it to which we desire to call attention are not extensive.

We desire to introduce in evidence certain portions of a report made by William H. Chase, esq., to M. G. Emery, mayor of the city of Washington, December 25, 1870, and submitted by M. G. Emery, as mayor, "to the board of aldermen and board of common council," January 3, 1871, to wit, the following portions: so much of this report as relates to wooden pavements in Columbus, Toledo, Cincinnati, and Cleveland, Ohio; Chicago, Ill.; Boston, Mass.; the cities of New York and Brooklyn; and also Philadelphia; and particularly we invite attention to the following statements in said report, to wit:

From the foregoing statements you will learn that in the cities of Cincinnati and Toledo wood pavements have been far from a success, while in Columbus and Cleveland they exhibited unmistakable signs of early decay. In Saint Louis and Chicago they have been eminently successful; while in the other cities named, where they have been but recently put down, they meet with great favor, and have every indication of reasonable durability. (Page 528.)

From these facts follows the conclusion that any process which tends to confine the sap in the wood (for we must use green wood) and exclude the air and external moisture from below, must be injurious; and consequently immersing the blocks in tar works their ruin. (Ibid.)

In several cities they are using burnettized and kyanized wood to a limited extent; while a few indorse, the majority have but little faith in these treatments.

I should say that plain blocks of matured but vigorous timber, either white pine, white oak, locust or cedar, free from sap, well put down upon a properly prepared gravel and sand foundation, the upper surface well covered with a coat of tar, and an inch of very coarse sand, the whole thoroughly graveled and rammed between the blocks, is the best pavement in use. (Page 529.)

We find that this communication was referred to a committee—that the governor did them the honor to serve it upon them.

Mr. STEWART. Have you copied all that which you wish to have printed?

Mr. CHRISTY. Yes, sir; unless gentlemen think that other parts ought to go in. So far as we are concerned, that is all we desire to offer connecting the fact so as to put upon inquiry these gentlemen and charge them with disregard of the experience of the other cities.

Mr. HARRINGTON. Who is Chase?

Mr. CHRISTY. He is a gentleman in this city, still in the employ of the board of public works. I do not value the opinion much as an

opinion. We offer it, however, so as simply to advise them of these facts; so as to put them upon inquiry.

There is another matter showing the cost of trees to the old corporation. On page 386, Journal of 68th Council, are certain specifications relating to the parking of K street. It is a contract made with Albert Gleason. On page 388 it is stipulated that for above work the said Gleason is to be paid the sum of \$1.40 per tree, to include all the work necessary for planting, supporting, and renewing it in case it fails to grow.

Mr. WILSON. What is the date?

Mr. CHRISTY. That contract is dated September 12, 1870. The committee will observe that the price charged for trees in some instances by the board of public works, as we learn from their tabular statement, and I now call attention to a statement on page 175 of the Report for 1873—that trees and tree-boxes are charged for at the rate of \$6.

The CHAIRMAN *pro tempore*. The whole of the report referred to by Mr. Christy in his offer will be considered in evidence.

H. C. EVANS recalled.

By Mr. CHRISTY:

Q. State the extent to which John O. Evans has been connected with any business with reference to the board of public works.—A. I do not know, sir.

Q. What portion of that business have you had charge of as his book-keeper?—A. Some part of the wood pavement and all of the concrete—the asphalt concrete pavement.

Q. Has he had any clerk besides yourself in his business relating to the board of public works?—A. Not in that office. He has another office on the avenue, and I believe he testified that he had some contract in connection with Mr. Linville. Those books I know nothing at all about.

Q. Then you have kept all the books except the matter of business he had with Mr. Linville?—A. Well, as I stated before, the books that I kept were in reference to the asphalt pavement; also, of some portion of the wood pavement done by Mr. Evans.

Q. Do you know Mr. Krebs?—A. I do.

Q. Do you know the nature of his employment?—A. Well, he has been in Mr. Evans's employ a number of years.

Q. Did he keep any books relating to business other than the private business of Mr. Evans?—A. I do not think he did. Not to my knowledge.

Q. What is the name of the clerk that had charge of the business of Mr. Evans and Mr. Linville?—A. Well, I do not know, sir. Mr. Thomas P. Morgan was employed in the office and employed on the street, both.

Q. Then yourself and Mr. Krebs and Thomas P. Morgan have kept all the books of which you have any knowledge for John O. Evans?—A. Yes, sir.

Q. Produce the books that you have kept.

[Witness produces the books.]

A. Those are the books that relate to the wood pavement, I believe, entirely.

Q. Now the others, if you please.

[Witness produced other books.]

Q. Were you present during the examination of John O. Evans?—

A. I was not sir.



Q. Did you see the books that he produced here?—A. These books are there that he produced here.

Q. Those are the two?—A. The two cash-books, one in each pile, [indicating.]

Q. The first entry in the journal is July 3, '72?—A. That is of the wood pavement.

Q. And that book was kept continuously by you?—A. Yes, sir.

Q. And this is in your handwriting?—A. Yes, sir; there is not a pen-mark there but what I put on.

Q. And these entries were made at the time they purported to have been made according to their respective dates?—A. They were. They were entered on this blotter, and put on to that book the same day, or perhaps some of them the next day, or perhaps two days, if Sunday intervened. The books are substantially correct so far as that goes. I believe I was reported as having said, the otherday, when I was on the stand, that all the entries on these cash-books were made the same day that they purport to have been made, but I wish to qualify that a little. The first few days on the first page (perhaps a little more) we were unable to get the books at the time, and we made memoranda and they were entered on the blotter, and then on that book. Aside from that they have all been entered as I have stated.

Q. Who were interested in the business recorded in these books? [Indicating.]—A. John O. Evans, Hallet Kilbourn, and Lewis Clephane.

Q. Do you know of any agreement in writing entered into between these parties expressing their several interests?—A. I do not.

Q. Are there any memoranda relative to this matter in existence?—A. If there are they are in Mr. Evans's possession.

Q. Have you any knowledge of them?—A. I have not at all.

Q. Have you ever seen any of the papers?—A. I never have.

Q. Why do you say if there are any they are in Mr. Evans's possession?—A. Because they are not in mine—not in the office, so far as I know.

Q. Have you any reason to believe they are in his possession?—A. No, sir, I believe not, any further than he said himself. I believe he said himself that he had a memorandum of these transactions.

Q. Have you any statement of the condition of the business as to these several parties; profit or loss?—A. No, sir, I have not. I believe the business has not yet been settled. There are some entries to go on to that book. I believe the lumber account has never been put on there. The thing has not been gone through with. They are not posted as to that.

Q. You likewise kept these books? [Indicating.]—A. I did.

Q. And these entries were made at the time of the dates that are here expressed?—A. Yes, sir; they were made on the blotter at the time, and most of them probably the same day.

Q. These are all the books relating to the business of J. O. Evans of which you have any knowledge?—A. Those contain everything that related to it. To be sure there are a few ledger-accounts; but everything on the journal is on the ledger, and everything that is on the ledger is on the journal.

Q. And there are no other papers relating to this business of which you have any knowledge?—A. No, sir.

Q. Did you keep any account of the business of John O. Evans and Teemeyer?—A. No, sir; I had nothing to do with them.

Q. Who did?—A. That was done at the other office. That business

was done before I came into Mr. Evans's employ, in 1871, or most of it. I think they had very little to do with him after I came.

Q. If they had any business with him it would be recorded in other books than those. There is no record of that business in the books kept by yourself?—A. No, sir; none at all.

Q. You have stated your entire knowledge in regard to those books?—A. Yes, sir.

Q. And the names of all persons who have been in his employ as book-keepers?—A. Yes, sir; so far as these wood and concrete pavements go. I do not know anything about his private matters, and had nothing to do with them.

Q. Those books you have never kept?—A. No, sir.

By Mr. JEWETT:

Q. Who kept the cash account of Mr. Evans?—A. It is in these books. I kept it.

Q. Did you receive and deposit the money?—A. Not all of it, sir.

Q. Any of it?—A. I think I did. I have deposited—

Q. Did you draw checks?—A. I filled up checks. Mr. Evans signed them, of course. I believe all the payments that were made in cash went through my hands, and I paid them myself, and also paid out the checks. They were left with me. He did not pay them out at all. I paid out the checks or money, whatever it might have been.

Q. Did you keep the books from your knowledge of the transactions or from memoranda handed to you by Mr. Evans?—A. The payments were all made from my knowledge. The different credits there, from the board of public works and others, of course I received from him.

Q. Were there any payments made for material?—A. Yes, sir.

Q. The account for material was brought to you by Mr. Evans?—A. Either by him or sent me direct from the board of public works.

Q. You are simply a book-keeper?—A. Yes, sir.

Q. And have nothing to do with their outside transactions?—A. No, sir; I have not.

Q. Did the parties meet in your office for the purpose of discussing various business questions?—A. No, sir; I do not know that I ever saw Mr. —

Mr. HARRINGTON. Mr. Chairman, we have no objection (and Mr. Evans spoke to me in the absence of Judge Black) to submitting his private books to the inspection of counsel. He does object, however, that these books should be passed around and inspected by people who have no connection with this matter, and these gentlemen ought not to take these books and examine them other than where they are connected with that case.

Mr. CHRISTY. I understand these are books relating solely to his connection with the board of public works, and the examination has not extended beyond counsel. I would like to have some explanation perhaps, also, as to the newness of this book. The first entry is made Monday, July 1, 1872.

Q. (To the witness.) Who kept Mr. Evans's account with Zug & Co., the stone-crushing firm?

The WITNESS. In relation to the stone purchased of them, do you mean?

Mr. CHRISTY. Yes.—A. I did, sir; you will find it on that journal.

Q. And all those transactions appear in these books?—A. Yes, sir; they all appear on the books.

By Mr. WILSON.

Q. How long was Mr. Evans engaged in this work? Here is one, for instance, the "wood pavement." You kept the books for the wood pavement, and for the asphalt or concrete?—A. Yes, sir.

Q. How long was he engaged in that work?—A. Do you mean the wood-pavement work?

Mr. WILSON. The wood pavement and concrete. They were both going on at once, were they?—A. No; the wood pavement commenced in July of that year, I think; the concrete was from the time they commenced in 1871 in the fall, up to that time, and then they both went on from that date.

Q. Were you engaged in anything else except these books?—A. No, sir.

Q. Did you begin keeping the books with the commencement of the wood pavement and of the concrete?—A. Yes, sir.

Q. You did commence at that time?—A. Yes, sir.

Q. When did you quit?—A. I am in Mr. Evans's employ now.

Q. When did you get through with the wood and asphalt pavement?—A. The cash-book shows about the time—in fact all of the books show, I think—that is for that year, I mean. There was nothing done in the winter, of course.

Q. The last entry on this "wood-pavement journal" seems to be on the 10th of April, 1873.—A. Well, sir, that was, I presume for pavement. The work was stopped previous to that. Payments were made afterward as bills came in. During the winter they were paid.

Q. Did you continue in his employ in connection with these matters up until that date?—A. Yes, sir; and ever since.

Q. Had you any other duties at the time you were keeping these wood-pavement and asphalt books?—A. None at all.

Q. At what time did you say the concrete work began?—A. In the fall of 1871, I think. I do not recollect exactly.

Q. And continued until the 10th of April, 1873; and during all that time you were engaged in nothing else except keeping the books for that wood pavement and concrete?—A. That is all.

Q. And that is all that you did in that length of time?—A. That is all. As I stated before, I made these payments, or most of them.

Q. Those books indicate the payments you made?—A. Yes, sir.

Q. These books indicate the whole work that you did?—A. Yes, sir; and the books are substantially correct.

Q. Do you say that they are substantially correct?—A. There may be possibly an error of a few cents, but the books are substantially correct.

Q. Have you ever seen any books, papers, or memoranda pertaining to this business that you have not brought here?—A. I think not any; I do not know of anything, or any particular memorandum whatever.

Q. Why have these books never been closed up?—A. The business has not been closed up.

Q. Is there anything in these books that will show the results up to the present time?—A. No, sir; I think not. There are some entries there for lumber that was purchased for the wood pavement that have not been entered yet. The amount of the bills I do not know.

Q. Is there anything on these books that will show the cost per square yard of this wood pavement?—A. No, sir.

Q. Is there anything that will show the cost of the concrete?—A. No, sir.



Q. Have you ever had in your possession any books, papers, or memoranda that would show the cost?—A. No, sir, I have not.

Q. Have you ever seen any such?—A. No, sir; I think I have never seen any. I do not remember that I have ever seen any. I do not know that I ever heard Mr. Evans say what they cost.

Q. Where was the office in which you kept these books?—A. On New York avenue, between Fourteenth and Fifteenth streets.

Q. Was that office used for any other purpose than that?—A. No other purpose at all.

Q. Did Mr. Evans have another office of the same kind?—A. He had an office on the avenue.

Q. And kept separate books and papers there, did he not?—A. Not in relation to this pavement.

Q. But in relation to some other work?—A. Yes; his private business.

Q. Did he keep any books or papers there with reference to work done here in the District for the board of public works?—A. I could not tell you that for I was not there. I had not access to that office. I was not employed there.

Q. Did you make settlements with the employes of Mr. John O. Evans?—A. Yes, sir.

Q. Settlements were made at your office, were they?—A. Yes, sir. The money passed through my hands on all those payments.

Q. Where did you keep your money?—A. The bank-account was kept at the First National.

Q. Were you authorized to check on that money?—A. No, sir.

Q. Did you keep the bank-books in your possession?—A. The bank-books were in my possession—yes.

Q. Did you keep them in your possession all the while?—A. I do not know that they ever went out of my possession.

Q. Have you them now?—A. I do not know. I have not seen them for some time; not since the First National Bank closed, or before that.

Q. What did you do with them when they went out of your possession?—A. I do not know that they went out. I have not seen them. I have no recollection of where they are.

Q. Do you not know where they are?—A. I do not.

Q. What did you do with them?—A. They were left with the other books, I suppose, in the office—moved to the other office, probably.

Q. There have been books taken out of your office and moved to the other?—A. The office on New York avenue was moved last fall. The books in that office were moved down to the office on the avenue. We closed that office up.

Q. There were books taken out of your office to the other office?—A. When everything else was moved they were moved.

Q. There were books taken?—A. Those books were taken.

Q. Where did you get these?—A. Those books were taken from that office down to the other office.

Q. Where did you get these books, when you brought them here?—A. From the safe, in the office on the avenue. They came down from the other office in the safe. They have been in the safe ever since, and I have had control of them ever since.

Q. Have you control of the bank-books now?—A. I have not seen the bank-book. I presume it is in the safe, but I do not know it.

Q. Have you control of it? You say you had the control of these. Had you control of the bank-books also?—A. I do not know whether I have or not. I do not know where it is exactly. Mr. Evans may have

it at his house or in his pocket. I do not know anything about it. I have not seen it since that time, but I presume it is in the safe.

Q. You do not know, you say, where it is exactly. Have you no knowledge of it whatever?—A. Not since it left that office in the safe.

Q. Have you never seen it since?—A. I do not recollect that I have. I may have.

Q. Have you any knowledge as to what disposition has been made of it?—A. As I said before, I presume that it is in the safe, and I presume Mr. Evans would have no objection to anybody seeing it.

Q. Do you not know something about it?—A. No, sir; I do not.

Q. Not a thing?—A. No, sir. There has not been a word said to me about the bank book since the First National Bank closed. No person has intimated a word to me about the bank-book since the bank closed, in any way or shape.

Q. You would recognize that bank-book if you were to see it, I presume?—A. Yes.

Q. Will you see if you can get it and bring it to the committee?—A. I will do so.

Q. What other books and papers were taken away from your office to the other office at the time you have spoken of, when the bank-books and these books went down there?—A. All the books we had in the office.

Q. What other books did you have?—A. Time-books and ledger, and I believe that is all. There were vouchers for bills paid. Everything was moved.

Q. Were there any contracts?—A. No, sir.

Q. Did you ever see any contracts about your office?—A. No, sir; I don't know that I have. I have no recollection of seeing any contracts there at all.

Q. Were there any books or papers about that office which you were not permitted to examine?—A. I do not know that there was. Everything was open.

Q. Please reflect about that a moment and see if you can remember whether there was anything there to which you did not have full and free access?—A. Possibly Mr. Evans may have had some private papers of his own that he would not submit to anybody. I don't know anything about that. I don't know that he had, even. The safe was open to me. I do not know of anything there that—

Q. Well, I ask you the question whether you had access to all the books and papers?—A. I think I have answered that question. I said I did not know but that Mr. Evans may have had some private papers. I never examined to see. I did not look into his private matters at all.

Q. Is it or not the fact that there were papers there to which you did not have access?—A. There were papers there that I never looked at.

Q. Why did you not look at them?—A. Because I had no occasion to.

Q. Were there books and papers there which it was intended you should not meddle yourself with?—A. I never was told so. I did not know anything of the kind.

Q. Were there books and papers kept locked up in a place which you did not have access to?—A. I believe there is a cash-safe, a cash-box—lock in the box—but it was not so as to be used. It could not be locked. I think there was another little drawer that I had private of my own.

Q. I am not speaking of those private to yourself, but of those from which you were excluded.—A. The private cash-box had a lock, and we had never been able to use it at all. There was one in the new safe.

But we had a safe, and the books were for a few days kept in the desk—the books and all the papers that were there.

Q. Do you know what the whole amount of Mr. Evans's wood-pavement contracts amount to?—A. No, sir.

Q. Did Mr. Evans sub-let the pavement?—A. I have no personal knowledge of it.

Q. Look at this book [handing witness one of the books] and see if that contains all the journal entries made on account of wood pavement laid by John O. Evans.

The WITNESS. Up to the time this book is closed, do you mean?

Mr. WILSON. Yes.

The WITNESS. Yes, sir.

Q. From the time he commenced laying the wood pavement until that day?—A. So far as I was connected with it. As I said before, his connection with Mr. Linville is another matter. I had nothing to do with that. I do not know anything whatever about it.

Q. That contains all the journal entries with reference to the wood pavement laid by John O. Evans, except in connection with Mr. Linville?—A. Up to this time.

Q. Those are all the transactions of which you have any knowledge?—A. They are all on there.

Q. Is that footed up so that you can give us a correct footing of that book here? Have you transferred the account to a ledger?—A. Yes, sir; everything is on here that is on the ledger. Everything on the ledger is on here. I do not think the ledger is here. The cash-book is here. It is all on the cash-book. It shows the whole of the payments up to that time.

Q. Why did not you bring the ledger?—A. Mr. Christy only asked for the blotter and journal.

Q. Has that a ledger separate?—A. Yes, sir; there is a ledger for this book.

Q. A separate cash-book?—A. Yes, sir; the cash-book is here. [Witness produces it, and hands it to Mr. Wilson.] There are two cash-books, the one for asphalt pavement and one for wood pavements.

Q. Is there anything unsettled with reference to these pavements, excepting the lumber bill?—A. Yes, sir. I think there are some other bills not settled.

Q. Do you know what they are—their nature?—A. I think there is some little material for the asphalt pavement and some labor at the machine-shops here, or something of that kind—preparing the machinery, boilers, &c.—quite a large bill, I believe.

Q. How did you know what work came under your supervision?

The WITNESS. What, work on the street?

Q. Yes, sir.—A. I know the men who are employed there, and knew where they were at work. They were in the office.

Q. Then I will ask you to give me a statement of the work and the accounts you were to keep.—A. They are all included in these books. Do you wish me to name the streets?

Q. Yes, sir. I want to know what contract it was you were keeping the books for?—A. For the general asphalt work, wherever it was.

Q. Well, the wood pavement?—A. And that, wherever it was in connection with that company.

Q. Where was it?—A. It was on Pennsylvania avenue; I think some of it from Eighteenth street out toward Georgetown—into Georgetown.

Q. You had some mode of knowing the parties that you had a right



to settle with, did not you?—A. Yes, sir; I kept the time-book and made out the pay-rolls and paid the men. Those books are in the office.

Q. Did you have the contracts?—A. I did not have the contracts.

Q. Who kept those?—A. I never saw them. I do not know anything about them.

By Mr. JEWETT:

Q. When was the work on Pennsylvania avenue completed—in wood pavements—the pavement accounted for in this ledger?—A. I do not recollect exactly when they did finish it. I think it was commenced about the 1st of July, 1872, and finished in a month or two; I do not know exactly when. That is, as far as Rock Creek bridge, and finished it all, over to Georgetown, that fall—the whole distance.

Q. Does this cash-book show the entire amount of money received on account of that pavement?—A. Yes, sir. As far as my knowledge extends, it is all entered there.

Q. You received nothing, then, after September, 1872?—A. If the books show that, it is so.

Q. Your payments continued until July, 1873?—A. I do not recollect the date. If the book states that, it is a fact.

Q. You have no knowledge but what is on these books?—A. In relation to what?

Q. These accounts.—A. No, sir.

Q. And in relation to that pavement?—A. No, sir.

Q. Were you keeping any other accounts at the same time?—A. Only these books that are before you.

Q. Did that take nearly all your time?—A. No, sir; it did not.

Q. What proportion?—A. I could not tell you that.

Q. There is no difficulty in your telling that?—A. I think there is. I could not undertake to tell you what proportion of my time it took to keep these books. All I can say about it is, I had no other books to keep except those connected with this pavement—time-book, ledger, journal, and blotter. Those are all the books there are, to my knowledge.

Q. What salary were you receiving?—A. I do not know that I have any particular objection to stating, but I don't know what that has to do with this investigation.

Q. We will judge of that. What salary were you receiving?—A. I was receiving \$100 a month.

Q. You received \$100 a month for making, for one year, entries on one side of five pages of this book?—A. No, sir; I had some other work beside those five pages.

Q. I asked you if you had any other work, and you said no.—A. I had no other work beside these books. I had other work beside those five pages.

Q. What?—A. The rest of the books before you.

Q. In making the corresponding entries in the blotter and the journal and the entries in this cash-book?—A. No, sir. Just keeping all the books connected with this business—time-book, blotter, journal, ledger, &c., writing correspondence.

Q. What do you mean by &c.?—A. &c. refers to any other writing I might do in connection with it—correspondence, perhaps.

Q. Where is the other writing that you did in connection with it?—A. I have written letters to parties in regard to material.

Q. But, according to your statement, this work was completed on the

8th of August, 1872—on the 22d of August, 1872. From the 22d of August, 1872, to July 18, 1873, you were not buying any material? What work was then done?—A. I do not know that. I do not know as I was buying any then.

Q. The work was then done?—A. I do not recollect the time the work was completed; the books show about the time.

Q. I am speaking now of your book. During that eleven months you made these entries according to your books?—A. Yes, sir.

Q. And nothing else?—A. Eleven months from what time?

Q. From August 22, when it seems the work was completed—August 27, 1872. I do not know exactly the time when the work was completed. September 7, 1872, is when your credit ceased. Then there is no entry from that date on the credit side; but between that date and July 18, 1873, are these charges or credits of payments made to individuals.—A. Those are bills that were not settled until that time.

Q. I understand you, that during that period your only service was in keeping these accounts?—A. I believe that is about all. I might have done some small matters outside, in regard to his private business, but nothing in relation to concrete or wood pavement.

Q. These entries you claim were made at the time and in the order of dates they purport to be made?—A. Yes, sir, I do. As I stated before, they were entered on the blotter, and put on to that book the same day, perhaps the next day—not any further than that; perhaps the second day, if Sunday intervened.

Q. And that was the extent of your service?—A. Yes, sir.

Q. That pavement, then, according to your accounts, cost one hundred and twenty-one thousand dollars—cost sixty-three thousand dollars?—A. That is an unsettled account yet; the books are not closed.

Q. Who is that unsettled account with?—A. There are lumber accounts to be added to that yet—a large item here.

Q. You have here an entry of an unsettled account with J. G. Moore & Co. for a bill of lumber, and one with B. G. James & Co. What is the amount of those accounts?—A. I could not tell you.

Q. Why have they not been settled?—A. Because I never knew what the amount was, yet.

Q. Have the accounts ever been rendered?—A. I do not know whether Mr. Evans has them or not; I never have had them.

Q. How do you know there are such accounts?—A. I know he could not lay down a wood pavement without lumber.

Q. How do you know the accounts have not been settled by Mr. Evans?—A. Well, I judge so, or they would have been reported to me and put on my books. I should have known something about it. I should have seen the bills. I have vouchers for the other things. I do not know anything about that lumber-bill at all. I have told you the extent of my knowledge in regard to it.

Q. If you had those vouchers, did not you know the amount?—A. I have not the vouchers for the lumber.

Q. You have just remarked that they were not reported to you?—A. No, sir; I stated that I had not the vouchers for the lumber.

Q. You have just remarked that they were reported to you.—A. I have the vouchers for the other charges—these other entries.

Q. Then, if they have not been reported to you, do you know anything about them?—A. I do not know anything about them.

Q. How do you know, then, there are such accounts?—A. I know that he had dealings with those parties for lumber for wood pavement;

I know they must be entered on that book; the memorandum was put there so that they need not be forgotten.

Q. Who are J. G. Moore & Co.?—A. Lumber-dealers. I believe Mr. Moore resides in New York.

Q. Who are B. G. James & Co.?—A. Parties who reside in Boston.

Q. Have you ever had any communication with them?—A. I never have had.

Q. Have they written in regard to their accounts?—A. I do not know anything about that, I am sure.

Q. Then really you do not know that such accounts do exist?—A. I have every reason to believe that such accounts do exist. I do not know it, because I did not see the transaction.

Q. If these accounts, these entries were made on the same day, would it not be natural that on taking them from the blotter you would enter them in this book in the order in which they stand in the blotter?—A. Well, there may be instances in which it was not done so. I know of some instances where they were put on to the cash-book and were afterward put on to the blotter, in order that they might not be omitted in putting them into the journal.

Q. You know of some instances in which they are put on the cash-book?—A. I think there are a few. When the book was first started, especially the asphalt-book, they were charged directly on to the book, and then it was afterward concluded to put them all on to the blotter and put them on to the cash-book.

Q. Were there any special instructions given to you about keeping these books?—A. Not that I know of.

Q. If there had been you would know it, would you not?—A. I think I should.

Q. You think there were none?—A. Yes, sir.

Q. During the past year there would be upon an average three or four entries during a week, and sometimes two or three a day?—A. Yes, sir.

Q. What would you be doing in the mean time?—A. I do not recollect. I do not know that I would be doing anything.

Q. You are very confident you were not keeping any other books?—A. I kept no other books.

The WITNESS. Mr. Jewett, if you will allow me, I will just make one correction here. You asked me how much a month I got for my services. I supposed, from the question you asked, you thought that was an exorbitant price for so little work. I will state, in relation to that, that I should have said \$1,200 a year, which amounts to the same thing. I think the agreement with Mr. Evans was that he should give me so much a year. Probably he did not know what the extent of the work would be, and, as I suppose, he does not care much whether I was employed every moment or not.

Q. Who were E. B. Warner & Co.?—A. Men dealing in composition and coal-tar, over in Georgetown.

Q. Did you have charge of all the books of J. O. Evans & Co. relative to these various contracts?—A. All in these books I said, before there were other contracts. Mr. Evans had contracts with Mr. Linville, I believe, to lay some pavement, but my knowledge only extends as far as this asphalt-paving company goes, and the wood pavement here is concerned. It was shown in these books; in connection with this—in relation to this matter—except the ledger and pay roll.

Q. Where did you keep these books?—A. At the office on New York avenue.



Q. Is that the only office that Mr. Evans had?—A. No, sir; he had another office on Pennsylvania avenue, where it is now.

Q. At the same time that this office was going on?—A. Yes, sir; he has had it for a number of years.

Q. What business was transacted at this New York avenue office?—A. This paving business, and no other.

Q. In relation to this pavement reported to you?—A. Yes, sir.

Q. All the papers were kept there?—A. All that I know of. I had reports about it. I kept them all there.

Q. Did you never see the accounts of lumber?—A. No, sir; I had no account of lumber. Evans's lumber business was carried down to the other office. He has been largely engaged in the lumber business previous to this company's organization, in any shape whatever, for the last ten years.

Q. Did you keep an account with the Pennsylvania avenue office of any kind?—A. No further than I might have drawn checks down there sometimes, when they reported it to me to be entered at once up there. There were no book transactions between the offices at all.

Q. Have you no papers connected with this work of the asphalt paving company and the wood pavement?

The WITNESS. What papers do you refer to—to the vouchers?

Q. Vouchers would be papers.—A. Yes, sir; there are vouchers. They are at Mr. Evans's office.

Q. Any other papers?—A. No, sir; none that I know of. There were no contracts, or anything of that sort. I have not any of them in my possession.

Q. Did you have any bank-books there?—A. Yes, sir; the bank-book there.

Q. Who kept that; do you have charge of it?—A. I had charge of it when we were up at the New York avenue office.

Q. Drew checks?—A. I didn't sign them. I filled them up nearly always. The checks were drawn often payable to my order, and I paid out the cash on them. I paid the men on such checks as these.

Q. Is that New York avenue office still open?—A. No, sir; it is closed.

Q. Where did you find these books?—A. I found them in the safe.

Q. Where?—A. In the safe in the avenue office. We moved them down there last fall, as I have stated already, when we closed the New York avenue office.

Q. I wish you would bring here any vouchers or papers you have relative to this business.—A. We have vouchers, I believe, for everything that is on these books, but it would be something of a matter of a job to look them up.

Q. Have you any other vouchers except what are represented on these books?—A. No, sir.

Q. Any other accounts?—A. No, sir; up to the last day on these books.

By Mr. WILSON:

Q. Who do you say were the parties interested in this work?—A. John O. Evans, Hallet Kilbourn, and Lewis Clephane.

The WITNESS. I desire to make a statement, if I will be permitted. Mr. Christy seems to have thrown out a suspicion that the books may have been manipulated or altered—

Mr. CHRISTY. The witness does me injustice. It was the want of manipulation of the books of which I complained.

The WITNESS. I did not so understand it.

The CHAIRMAN. You want to make some further explanation about the books.

WITNESS. I want to say these books were purchased by me before these first entries were made in here, and that I made these entries all myself, from beginning to end. They have never been out of my possession from the time I first bought them. I have had complete control of them all the time, and there have been no copies made from them, nor any additions to them, and nothing erased from them. They are the identical books, and explained the transactions as they occurred at the time. There has been no manipulation, or alteration, or new books got up for the purpose at all; that is all moonshine.

By the CHAIRMAN:

Q. Do they explain all the transactions relating to the asphalt company and the wood-paving company?—A. They do to the extent of my knowledge. There are pay-rolls and other books that show the payments to the men, &c.

Q. Did you keep those?—A. Yes, sir, I have them.

Mr. WILSON:

Q. Then these books will show the entire cost of this asphalt and wood pavement that has been laid down by Mr. Evans?—A. They will not show the entire cost of the wood pavement.

Q. Except the lumber?—A. Yes, sir.

Q. They will the asphalt?—A. As far as I know, they will.

By Mr. CHRISTY:

Q. You say you conducted the correspondence of John O. Evans in relation to this matter of wood pavements?—A. Not entirely.

Q. A part of your time?—A. I don't know that I said I did at all in relation to wood pavements.

Q. I understood you to say that a part of your time may have been occupied in corresponding.—A. Yes, sir.

Q. I will ask you if those gentlemen who furnished the wood for that pavement—the persons you have named—have written no letters to your office on the subject of the payment for that wood?—A. No, sir.

Q. They have been paid?—A. I do not think they have.

Q. You say that you prepared the checks, but that they were signed by John O. Evans?—A. Most of them were.

Q. The checks relative to this business?—A. Yes, sir.

Q. Can you say whether they have been paid any portion of the cost of the lumber furnished for this wood pavement?—A. I do not know whether they have or not.

Q. That has not been the subject of discussion in your office?—A. Not at all.

Q. Now, do you know from what source this lumber was obtained that went on that pavement?—A. Pennsylvania avenue?

Q. Yes, west of Eighteenth street.—A. I do not know. My impression is that it was obtained from Mr. Moore, a part of it; I do not know how much. I got some from both parties.

Q. You say that the lumber-account was kept at the other office?—A. Yes, sir. That John O. Evans was largely engaged in the lumber-business.

Q. You have been in the office for years. Do not you know, in fact, that this lumber came from Mr. Evans's yard, and not from those parties?—A. I do not know any such thing.

Q. Do not you know that it was not treated lumber?—A. No, I sir; do not. My opinion is that it was treated lumber.

Q. Give us the basis on which you found that opinion, that it was treated lumber, if you have never had any correspondence with these parties and know nothing about the matter.—A. I have always understood it was treated lumber.

Q. From whom?—A. From parties on the street working the lumber.

Q. From Mr. Evans?—A. He did not lay it.

Q. Did you ever inspect the lumber?—A. I did not.

Q. Give us the names of the parties who said that lumber was treated.—A. I could not do that. I did not charge my memory with who the persons were, as it has always been regarded and talked of as treated lumber. Everybody supposed it was, and I have no doubt it was.

Q. And yet you have no reason to assign why you believe it was treated lumber, except from the mere statement of the parties whose names you do not remember?

Mr. MATTINGLY. You proved, yourself, it was treated.

Mr. CHRISTY. We proved it was not treated.

Mr. MATTINGLY. You proved it was. You had one of the blocks produced here.

Mr. CHRISTY. One block was treated superficially.

Mr. MATTINGLY. Superficially all over.

Mr. CHRISTY. It was green lumber.

A recess was here taken until 2 o'clock.

The committee re-assembled at 2 o'clock p. m.

Mr. Starkweather, a member of Congress, appeared before the committee and stated as follows:

Mr. Chairman, I want to say a word to the committee. This is the first time I have been in the room. I have been engaged very busily on the Appropriation Committee of the House. I have read but little of the testimony taken by this committee. I have been too busy to do so. The most of it I have glanced at. Before the investigation commenced, in one or two papers there was something said in disparagement of the former District Committee. I said to the chairman of the committee on the part of the House, (Mr. Wilson,) as soon as this committee was appointed, and I have said to other members of the committee, that if there was one word of testimony here offered by anybody, or a claim by any counsel for the prosecution affecting my conduct as a member of Congress or with the former District Committee—if there was a claim of anything that affected my integrity—I wanted the privilege of being here, and I would be ready to answer it in five minutes. Now, I have not had a chance to read this testimony. This is what I have said to the chairman on the part of the House, and what I say to Mr. Christy now, the first time I have met him, if any member of the prosecution, either the counsel or any member of this committee, find one syllable in the testimony implicating my conduct, I am ready to answer it at any time in a minute, and would thank the committee to give me that opportunity. Of course, I do not want to take your time up unless that claim is made; but should it be made at any time in the course of this investigation, I would thank the counsel and the committee to send for me, and I will ask no delay at all in meeting that question. I do not wish to take up time unless it is made.



Mr. WILSON. There has not been a syllable of testimony reflecting upon you, Mr. Starkweather.

Mr. STARKWEATHER. If the claim is made, whether it is offered in testimony or in any way, I would like to be informed of it.

The CHAIRMAN. I will say to you, Mr. Starkweather, that, so far as this committee has any knowledge, no evidence affecting you has been given, and I have heard no intimation from any counsel for the memorialists or any gentleman connected with the investigation that you were in any way involved in our investigation.

Mr. MERRICK. The counsel for the memorialists have no concern with Mr. Starkweather at all.

Mr. STARKWEATHER. I did not know, as I had not read the testimony, what claim would be made after the case was through.

Mr. WILSON. If there had been anything of the kind, I should have given you notice, Mr. Starkweather.

Mr. MERRICK. There has been nothing, certainly, from counsel for memorialists that would justify any such suggestion.

Mr. STARKWEATHER. I simply made the suggestion because, when the testimony was closed, not having a chance to read it day by day, I did not know but some claim might be made.

Mr. CHRISTY. I understand from Mr. Starkweather that he did not know the direction this inquiry had taken, nor could he ascertain without reading this volume, (indicating volume of testimony taken before this committee,) which I would not ask that he should do, because we can advise him that no allusion whatever has been made to him.

C. H. EVANS recalled.

Mr. CHRISTY. I desire to read this paragraph from the testimony of John O. Evans, and then direct the testimony of C. H. Evans to it, and with that I will finish our examination of C. H. Evans. On page 312 of the report of the present committee, the following question was asked John O. Evans: "What amount of asphalt had you bought, or did you pay for the asphalt bought to be used in laying the pavement in front of the Freedmen's Bank building?—A. I do not recollect, sir. I think we bought about two hundred tons about that time. It was not all used there, though." Now, I desire to ask Mr. C. H. Evans to point out among the entries in these books any quantity whatever of asphalt purchased by J. O. Evans, or by the Washington Asphalt Company.

The WITNESS. Well, sir, if it was paid for it is on that book, there is no doubt.

Mr. CHRISTY. Point out any items showing the purchase.

The CHAIRMAN. Take these books, and see if you can find any entries of the purchase of asphalt.

Mr. CHRISTY. I would like to have his attention directed also to the quantity of coal-tar purchased from the Baltimore Coal Company.

The CHAIRMAN. Mr. Christy, upon a hasty examination of these books, I find a great many items of coal-tar.

Mr. CHRISTY. But none of asphalt. Mr. Evans lays the foundation by going into a disquisition about asphalt and bitumen from Trinidad and Cuba; and I want to see where the asphalt appears on the book. There is evidence that a good concrete pavement could not be laid without having asphalt.

The CHAIRMAN. Is that the only question that you desire to put to the witness?

Mr. CHRISTY. Yes.

The chairman here directed the witness to take the books aside and make a thorough examination of them in the manner requested by Mr. Christy, and hereafter report to the committee.

JAMES A. MAGRUDER recalled.

By Mr. MERRICK:

Q. You had expended, as I see by your reports, up to November, 1872, five millions and some odd thousand dollars.—A. Yes, sir.

Q. Had you, then, any moneys remaining in your treasury independent of the appropriation which you anticipated from Congress?—A. No, I guess not, sir.

Q. Then, the appropriation of \$1,240,000 you deposited equally, if I understand you, in the two banks?—A. My bank-books will show that. I cannot speak from recollection so far back as that.

Q. Substantially, you deposited it?—A. I think so. January 11, I deposited in the First National Bank \$620,753.14. I deposited this \$620,000 in the National Metropolitan Bank January 20.

Q. That is, you deposited nearly equally in the two banks?—A. Yes, sir.

Q. Now, of the amount that you deposited in the First National Bank, what proportion did you pay in checks to the cashier of that bank upon those certificates which they held?—A. That I cannot tell without looking over the check-books.

Q. Cannot you give an approximate statement of it?—A. No, I cannot. By looking over the check-books I can tell.

Q. Can you give an approximate statement of how much you paid to the Metropolitan Bank?—A. No, I cannot, without going over the check-books.

Q. Cannot you state from recollection, within reasonable limits, the proportion of the amount you had in these respective banks that you paid upon checks to those banks?—A. I cannot.

Q. Can you form no idea of the amount?—A. Not the remotest in the world.

Q. Are you not aware that the banks insisted upon your paying these amounts which they held under these certificates?—A. Certainly, sir. They did not have to insist upon me. We paid them most cheerfully.

Q. You paid them in preference to all other parties?—A. Yes, sir; very gladly; and in preference to all other parties, for the simple reason that we had gone there, and asked them to help these contractors along, so that they could go on with the work.

Q. And you paid them all they held, whatever the amount was?—A. I do not know that we paid them all. That I cannot speak from recollection.

Q. You paid them all that they held to the extent of the deposits that you had there, did you?—A. O, no; because we paid a great many other people out of those deposits. They did not hold one-fourth of the amount.

Q. I asked you if you could not state approximately.—A. I cannot say within thirty, forty, or fifty thousand dollars.

Q. Can you say within \$70,000?—A. I can by looking for those check-books, but I cannot from recollection. With a hundred or two of people to me every day, I could not speak of a thing of that kind from recollection.

Q. No; but then the general fact of the large payments to these

banks, and the preference given—A. I think, probably, that there was \$150,000 in each bank.

Q. Never more than that?—A. I do not think there was, excepting this: that we were over-checked in each of the banks. Of course, that deficit went against the over-check.

Q. How much were you over-checked in this bank?—A. Some \$300,000, I think. By looking at the report of 1872 I can tell you exactly.

Q. The last item in the receipts is \$221,699?—A. Yes, sir; that is it. Of course, that we made good.

Q. When did you make that good?—A. We made it good when this deposit was made. It is \$221,636.89.

Q. If you made it good at that time, how does it happen that your entry of that balance in your expenditures is found in your account of the date of 27th October, 1873?—A. Because I had to put that in. There were no papers passed or anything of the kind. The check-books showed that the checks were drawn, and when I came to make up my report, I was entitled to a credit for that \$221,636.89, having made it good.

Q. But, then, when you come to charge yourself with receipts at the particular date, there being a payment out by you at that very time of two hundred and twenty-one and odd thousand dollars, why did not you enter that expenditure of \$221,000 which is found on page 169 of the report of 1873? Why did you not enter that debit against yourself as of that date when it was passed to the credit of the bank out of that deposit which you then made?—A. Well, I cannot state why I did not. I have got a book-keeper down there who keeps my books, and he called my attention to this fact in making up the report. Says he, "Here, you have charged yourself in your receipts with \$221,000." "Well," says I, "that having been made good, must be credited to me as a matter of course, must it not?" He said "yes," and he credited it of that date. It was just as easy to put it into the report.

Q. Was not that necessarily brought to your attention at the time you were drawing upon this fund in this bank, when you had exhausted the balances?—A. I do not know that it was particularly.

Q. If it was not, then you must have drawn to the whole extent of the \$621,000?—A. No; I did not draw to the extent of the \$621,000.

Q. You left the money lying in the bank, without any note of it. Were you not importuned by creditors all that time?—A. Yes, sir.

Q. And yet having this fund there and not transferred to any other account?—A. My bank-book would show that I had not the money there, at once.

Q. But here is your account of expenditures.—A. Exactly; my account of expenditures is there, and my receipts are there.

Q. When you make your account of expenditures, do you not put the expenditures at the proper date and time that it occurs. How can a man keep books otherwise, if he does not put so large an item into his debit and credit account for nine months after it occurred?—A. The books show exactly what I have paid and what I received.

Q. They ought to.—A. They do it. They show what I receive and what has been paid out, and there is a voucher down in the office for every payment I made. That ought to have been credited to me when the money was in bank.

Q. I find at page 147 of the report of 1873, under date of August 5, certain payments which I would like you to explain the mode of. "William Fletcher, for certificates of indebtedness of various numbers, \$40,000; ditto, P street, northwest, extra work, \$1,126.50; ditto, differ-



ence in price of brick, \$810," and so on.—A. About a year ago, the board, having no money, determined to cut up certificates of the auditor into smaller certificates of \$100, \$200, and \$500, and made them receivable for special assessments on streets.

Q. Was that by an act of assembly?—A. No, sir; it was by an order of the board. Those certificates were signed by the auditor, by the secretary of the board of public works, and by myself, as treasurer. When a man came into the office with a lot of auditor's certificates, and asked to have them converted into these certificates, they were so converted. This payment of William Fletcher for certificates of indebtedness of various numbers, \$40,000, was those small certificates.

Q. And the five or six entries following it are of the same class?—A. No; I don't know about the others.

Q. You say "ditto William Fletcher."—A. Yes; but it says expressly what for, there. No, those were not; those were the auditor's certificates. "P street, southwest, extra work, \$1,126.50," that is an auditor's certificate. The \$810 is an auditor's certificate. The \$255 is an auditor's certificate. The \$9,756.30 is an auditor's certificate, and the \$20,986 is an auditor's certificate.

Q. And the \$8,469 is an auditor's certificate, too?—A. Yes, sir.

Q. Then you did not uniformly cut up these certificates into sums of from \$100 to \$500?—A. Whenever the parties asked it we did it.

Q. It was only at the request of the parties?—A. Yes, sir.

Q. For the purpose of making them negotiable?—A. Making them so that they could use them in smaller sums and get a better price for them.

Q. I see an item of the 21st of August, 1873, cash paid Governor Shepherd, judicial expenses to New York, \$269. What was that?—A. That was the certificate of Governor Shepherd's expenses to New York.

Q. For what purpose?—A. I do not know. Mr. Shepherd can answer all those inquiries.

Governor SHEPHERD. It was to bring Mr. Dana here.

Mr. MERRICK. The board of public works, then, paid the expenses of Mr. Magruder to go to New York to bring Mr. Dana?

The WITNESS. No, sir; I did not go to New York.

Q. Mr. Shepherd did go?—A. Yes, sir.

Q. That was under a public prosecution against Dana, for a libel, or something of that sort?—A. Yes, sir.

Mr. HARRINGTON. I want to explain it here. There was no means of payment of the expenses of witnesses to go there; and but so far as the public officers were concerned, there was not a dollar of it paid to them. They simply had to pay their expenses as witnesses, because I would not take it out of the Treasury of the United States to pay it.

Mr. MERRICK. This was paid, then, for witness-fees?

Mr. HARRINGTON. No, sir; expenses of witnesses to go on in that prosecution. It was a direct charge made against the executive officer of the board. I went to New York in my capacity as a public officer, but for that there was not a dollar paid, of course.

Mr. MERRICK. That is, this \$269, as I now understand by Mr. Harrington, was a payment of \$269 on the part of the board of public works for witnesses conveyed by them to New York to maintain a prosecution against Mr. Dana, the editor of a paper, for certain libelous matter contained in his paper.

Governor SHEPHERD. Against an executive officer of the board of public works.

By Mr. MERRICK :

Q. You say you paid out no certificates until after the month of July, 1873. All your payments were in money up to that date ?

Mr. MAGRUDER. With the exception of some sinking-fund bonds which I stated yesterday.

Q. You had not paid, then, any portion in certificates of assessment prior to that time ?—A. No, sir ; we sold the certificates of assessment.

Q. You sold the certificates of assessment prior to that time ?—A. Yes, sir.

Q. And realized the money on the certificates of assessment ?—A. Yes, sir.

Q. I observe at page 507 of the testimony an account rendered by you of the bonds and certificates which were sold by you.—A. Yes, sir.

Q. One hundred and seventy-three thousand two hundred and fifty dollars of special-improvement certificates, issued as per act of the legislature, at ten and one-half per cent. discount ?—A. Yes, sir.

Q. Are those certificates issued against the property ?—A. No, sir.

Q. What were they ?—A. They were District bonds.

Q. You have got them "special-improvement certificates." Here is \$185,000 bonds ; then there is \$173,250 of special-improvement certificates. What were they ?—A. Those were the little one-hundred-dollar bonds issued.

Q. Those were the certificates of indebtment, then, and not the certificates of assessment ?—A. They were not the certificates of assessment.

Q. Thirty-three thousand six hundred dollars of sewerage-certificates issued, as per act of the legislature of June, 1873, at ten per cent. discount. Those were in a like manner certificates of indebtment ?—A. That is all ; not against the property, of course.

Q. Then this \$771,201.36 of assessment-certificates, what are they ?—A. Those are the certificates against the property.

Q. Not the certificates of indebtedness ?—A. Not the certificates of indebtedness.

Q. Were they certificates against the sewerage or against the other ?—A. Not against the sewerage ; against the special improvements.

Q. When were those certificates issued ?—A. At different times.

Q. Were any of them issued subsequent to the 26th of May, 1873, those that you sold ?—A. I do not recollect. I do not think they were. I am certain, though, about that.

Q. Can you ascertain whether they were or not ?—A. Yes, sir.

Q. What have you done with all the other assessment-certificates issued under that law ?—A. We have not had any other.

Q. You have had none others except this \$771,000 ?—A. No, sir.

Q. Have you disposed of all that you had ?—A. All that have been issued. There are a great many to be issued.

Q. Have you had any assessment-certificates against the property under the sewerage-act ?—A. No, sir ; we have not issued any.

Q. I would be glad if you would ascertain it and state to me how much, if any, of these \$771,201.36 of assessment-certificates were issued subsequent to the 26th of May, 1873. You say you can do it.—A. I can ; and will do so.

Q. To whom were these various sales of special-improvement and sewerage certificates made ?—A. To the First National Bank of New York. They were out-and-out sales.

Mr. WILSON. Does he give the amount, Mr. Merrick ?

Mr. MERRICK. He gives the amount on page 507 of the testimony.

The WITNESS. It is in the governor's answer.

Mr. MERRICK, (to the witness.) Is there any authority of law authorizing the sale of these assessment and sewerage certificates?—A. I do not know of any.

Q. By what authority, then, or by whose advice and direction, were those sales made?—A. By the authority of the board.

Q. By the authority of the board of public works?—A. Yes, sir.

Q. Was there a resolution to that effect made by the board of public works?—A. That I do not remember; but I had the authority of two members of the board besides myself, and probably three.

Q. What duties as a member of the board of public works did you perform besides that of treasurer of the board of public works?—A. I was in the office answering questions, referring papers in the absence of other members, conversing with people who came there, a large number of them every day; and very often I went out on the work, looked at it, consulted with other members of the board in relation to contracts, and in relation to work to be done.

Q. You performed active duty as a member of the board of public works independently of the duty which you performed as treasurer?—A. I did, sir.

Q. You were paid a salary as a member of the board of public works of \$2,500 a year?—A. By the Government.

Q. And also a salary of \$2,500 a year as treasurer of the board?—A. Yes, sir.

Q. Neither of these then engrossed all your time?—A. Well, the two offices engrossed my time from early morning until very often midnight—very often. I probably had less leisure than almost any man in Washington.

Q. Now, subsequently to the month of September, 1873, how have you made payments to contractors and other creditors of the board of public works?—A. Well, we have made them, some in money, when we had it, and in these sewer-certificates and special-improvement certificates.

Q. And the proceeds of the sales of these sewer and special-improvement certificates?—A. Yes, sir.

Q. Did you pay them in the certificates at par?—A. Yes, sir; invariably.

Q. Then, if you paid them in certificates at par, why did you sell some of the certificates at this discount, and pay the money to some?—A. Because we had borrowed the money from the First National Bank to be paid to them in assessments upon the property. After the legislature passed a law authorizing us to issue these certificates for special improvements—to anticipate them—the law required that from and after that time all assessments made by the board of public works upon private property should be placed in the hands of the sinking-fund commission. To enable us to settle with the First National Bank, we paid them these certificates at that discount.

Q. Then, they were not sales to the First National Bank?—A. They were sales in all—

Q. But payments to them at this kind at a discount?—A. Exactly. It was the same thing as a sale.

Q. But the actual fact was, that it was a payment to them of the debt?—A. Yes, sir; it was a payment to them of a debt that we owed them.

Q. In these payments that you made out of the \$1,240,000 appropriation bill to the National Metropolitan Bank and to the First National



Bank, were not these in point of fact also payments to the bank, substantially, because had they not bought in substance these certificates at these various discounts?—A. No, sir; they had not bought one of them; they had loaned money on them to our contractors.

Q. What other security had they for the payment of those loans, except these certificates?—A. I do not know.

Q. They held these certificates?—A. They held these certificates.

Q. And when the certificates were redeemed, that canceled the obligation of the contractor to the bank?—A. No. I understand that they did not give them the amount of the certificates, nor anything like it. They would lend to him probably fifty, sixty, or seventy-five cents on the dollar, holding the certificates as collateral for the payment of the debt. I presume, without knowing, that they took his not eat the same time.

Q. Do you know any instance in which they ever paid over any surplus to one of these men?—A. No, sir; I do not know it, but I have no doubt that you can bring up fifty men who will tell you they did.

Q. You know nothing about it?—A. I know nothing about it. They are gentlemen, and I took their word that they had not bought these certificates, and I do not believe to-day that they did.

Q. You have stated already to us, I believe, that you had no rule by which you paid contractors, but paid those who first obtained access to you?—A. I have stated that, sir.

Q. Was your office equally open to all contractors?—A. No, sir; it was not open, because I could not keep my door open. I could not have done anything if I had.

Q. Then you only admitted such persons as you chose to admit?—A. Just as fast as I got rid of one man I would say "Bring in another."

Q. You made no discrimination?—A. None, unless it was in some particular case.

Q. You made no preference of audience as to those who came to claim the payment of their bills?—A. No, sir.

Q. I find on the stubs of your checks here, on March 17 and March 18, an aggregate of about \$329,000, all paid to Moses Kelly, of the National Metropolitan Bank?—A. Yes, sir.

Q. Out of what appropriations were they paid?—A. They were paid, I guess, out of the million-dollar appropriation.

Q. Out of the appropriation of the 3d of March?—A. Yes, sir, I should judge so.

Q. I do not find that you have charged yourself with the receipt of that appropriation until the 20th of March, according to your books: "20th of March, United States Government, \$1,106,090."—A. It possibly might not have gone on the books. Very often my old book-keeper is sick. He is very reliable, one of the best book-keepers in the world, I reckon, and when he is not there I put my papers in the safe. When he comes I hand them to him and he charges them. But the account will show. You have got there in the Governor's Answer what will show just when I received the money. The Governor's Answer will show when I received that money from the Treasury of the United States.

Q. Did you dedicate that appropriation made by the Government to the payment, exclusively, of these contractors who had done the work upon the Government property?—A. I do not know that I did. We had paid those contractors a good deal of that money before we received it.

Q. You had paid those contractors a good deal?—A. Yes, sir; we had paid a good deal of money out of this appropriation for Govern-

ment work before we ever received the money—a good deal of money—which, of course, we were entitled to when we did receive it.

Q. Then you did not discriminate in your payments, and preserve enough of that fund carefully to pay to those contractors who had done the work upon the Government reservations?—A. No, sir.

Q. But you used it indiscriminately to people?—A. I paid it indiscriminately, just as people wanted it.

Q. If you had already paid out to other persons, where did you get money to pay them, inasmuch as all your assets had been exhausted?—A. A good deal of this money that had been expended around Government property was paid out of the four-million loan, and had been due, say, for six months or a year. We never neglected Government property when we made any improvement on a street. We went right along with it. We did not stop because they had not made an appropriation. We went right on with our improvement.

Q. You made the improvements in advance of the appropriation?—A. Yes, sir; on Government property. We have done that again. They owe us a good deal of money now.

Q. Why should you do that in the face of the act of January 10, 1873, which expressly prohibits your contracting any obligation on the part of the Government?—A. For the simple reason that in improving a street we cannot break and leave a square in front of Government property unimproved. In laying a sewer, for instance, the sewer would be worthless all above the Government property, if it was stopped there. It would be of no use in the world to the people above.

By Mr. WILSON :

Q. Was there any such necessity as that existing for making the improvements between the Patent-Office and the Post-Office?—A. I think there was. We were improving Seventh street.

By Mr. THURMAN :

Q. I want to get a clear idea of the amount of taxation and of revenue in the District.

Q. As I understand the laws of the District, the taxes are assessed by act of the general assembly. The general assembly declares what the taxes shall be, and by the law those taxes are payable by the end of the fiscal year, June 30, 1870.—A. If you will excuse me, I have nothing to do with that portion.

Q. If you know the fact please state it.—A. The governor can explain all that to you a great deal better than I can.

Q. You are not able, then, to explain it?—A. No, sir. I do not know about those things at all; but anything in relation to the board of public works, or any laws in relation to it, I would be very glad to answer any question in regard to. In regard to the other matter you can get much more intelligible answers from him than from me.

Q. Very well, then, I will reserve that for his examination, and go to another matter. In what mode have the assessments against private property for improvements been made—that portion of the cost of the improvement that is payable by an assessment upon the property of individuals—property of individuals adjacent to the improvements?—A. When a street is finished, or an improvement is finished, we take the account of the cost of that street, the whole cost of that improvement, which is got in the auditor's office from payments that have been made, and from estimates that have been furnished by the engineers.

Q. The auditor of the board of public works?—A. Yes, sir; he has all the accounts against every contractor in his office; and we never make the assessment until we find out exactly what the street has cost. Then the surveyor takes that cost and divides it among the front feet, running front feet, on each side of the street, charging each side with one-sixth, making one-third of the whole cost.

Q. Charging one-sixth of the cost per front foot?—A. Yes, sir; one-sixth of the cost.

By Mr. BASS :

Q. Deducting exempted property?—A. Yes, sir; church-property is exempt. Of course he cannot charge on that, because it is a law of Congress that they shall not pay special or general assessments. He finds out the whole cost, and then takes the whole number of feet on the street, and divides the cost by the street, and charges each party one-sixth.

Q. Then the effect of that is that two-thirds of the improvements are paid out of the general tax?—A. General fund of the District.

Q. I do not speak now of where the Government of the United States intervenes, and one-third paid by the property-holders?—A. Yes, sir.

Q. And that in respect to the property which is exempted, the effect of that improvement is to tax the District government or the general revenue with two-thirds, and the property of individuals not exempted with the other third of the cost of improvement before they exempt property?—A. Yes, sir; it is a burden upon the District, and upon the property-holders on that street.

Q. Now you say that that tax is a mere matter of mathematical calculation?—A. Exactly so.

Q. And the assessment is never made until the work has actually been done?—A. I do not know of any case where it has been made.

Q. The work has actually been performed before that tax is levied?—A. That is the rule.

Q. Is that in pursuance of the law of the District, taxing it by the front foot?—A. Yes, sir.

Q. That, then, has no respect to the number of square feet in a lot?—A. No, not at all; the lot may be one hundred feet deep, or five hundred feet deep, and it does not make a particle of difference.

Q. A lot at an angle produced by the intersection of an avenue running diagonally with the streets which cross each other at right angles, that mere point, then, would be taxed per front foot on the avenues and on the streets?—A. Yes, sir.

Q. Without any regard whatever to the number of superficial feet in the whole lot?—A. Yes, sir.

Q. That is the effect of that mode of taxation?—A. Yes, sir.

Q. I do not want to say whether it is legal or illegal. I want to know whether this is a right mode of doing the thing?—A. That is it exactly.

Q. Then, further, the effect of that mode of taxes is that the work that has been performed is never paid for at the time that it is performed. There must always, after performance, be a portion of that work unpaid for?—A. Yes, sir.

Q. There would naturally be—suppose you to be in funds to pay two-thirds, that has to be defrayed out of the general revenue?—A. If we had the money we would pay the whole of it.

Q. But if you have not the money—A. Then we cannot pay it.



Q. Then, there is that one-third that is due to the contractor, when he has closed his work?—A. Yes, sir.

Q. Now, what are the modes of collecting that one-third?—A. After the assessment is made, we send out a notice to the party that there is so much assessed on lot number so and so, and square so and so—so many front feet; that they have thirty days to pay that in.

Q. After the receipt of the notice?—A. Yes, sir. We send a man, and he puts on the notice the date that he served it, and then returns the same to the office. The parties owning the property have thirty days to pay it in. If they do not pay it within the thirty days, then the board issues a certificate of assessment against that property bearing 10 per cent. interest.

Q. And payable when?—A. In one year.

Q. Now, it is one, two, three, four, five years in assessments made since last July—since the act of the legislature.—A. They changed that law; they have the privilege of paying in one, two, three, four, or five years.

Q. Then the original property-owner was allowed thirty days to pay?—A. Yes, sir.

Q. If he did not pay, then he was allowed a credit of twelve months at 10 per cent.?—A. Yes, sir.

Q. But now he is allowed to pay it in twelve annual installments of 20 per cent., those installments bearing 10 per cent. interest?—A. Yes, sir.

Q. Now, inasmuch as there ought to be—assuming that you had not taken money from the general revenue that belonged to one street and applied it to the payment of the contractor on another street, but had preserved a just proportion, giving to each street so much of the general revenue as belonged to the street, it would necessarily follow that there would be one-third of the amount due to the contractor at the end of his contract?—A. Yes, sir.

Q. And that the means of paying him are extended five years according to this system?—A. Yes, sir.

Q. That necessarily follows?—A. Yes, sir.

Q. Now, what do you do with these certificates that you thus issue; it is a certificate that there is due from that property so much money?—A. Last year the legislature authorized the board of public works to issue \$2,000,000 of special-assessment certificates without interest; that these certificates should be receivable for special assessments on the private property.

Q. \$2,000,000 of special-assessment certificates not bearing interest?—A. Yes, sir; they have 8 per cent. interest.

Q. What is the form of those certificates?—A. I will bring you one up. I haven't one of them here.

Mr. MERRICK. Here is one, Mr. Chairman, on page 479 of the governor's answer. (Handing the book to Mr. Thurman.)

Q. Is this the form as appears in the printed answer of the governor?

\$100. No. 357.]

[ \$100-

DISTRICT OF COLUMBIA,  
Washington, July 1, 1873.

This certifies that for work done under direction of the board of public works, and chargeable to the private property adjoining and benefited thereby, there is due to the bearer one hundred dollars, payable July 1, 1874, with eight per centum interest, payable semi-annually, as per coupons attached.

Issued in accordance with act of legislative assembly, secured by pledge to the com-

missioners of the sinking-fund, of assessments made in accordance with act of Congress against private property benefited by improvements, and receivable in payment of such assessments.

BOARD OF PUBLIC WORKS,  
By JAMES A. MAGRUDER,  
*Treasurer.*

HORACE J. FROST,  
*For Commissioners of Sinking-Fund.*

\$100.]

Last six months' interest payable with certificate.

Registered :

GEO. E. BAKER,  
*Comptroller.*

A. Yes, sir.

Q. Was it under this act, May 29, 1873 ?

Mr. MERRICK. Yes, sir ; it purports to be under that act.

Q. Were the \$2,000,000 issued ?—A. Yes, sir.

Q. What was done with them ?—A. Paid out to contractors.

Q. So that amount that was paid to contractors was a certificate bearing 8 per cent. interest.

Mr. MERRICK. You are not accurate, Mr. Magruder, in saying they were all paid to contractors, for in answer to my question you stated seven hundred and odd thousands of them were sold at 10½ cents discount.

WITNESS. No, I didn't say any such thing. Those were not the things that were sold. Those were the assessments on the property before these things were issued.

Q. Assessment-certificates ?—A. Assessment-certificates on the property.

Q. I understood you to say certificates of indebtedness.—A. No, sir ; I said the assessment-certificate issued against the property. These are not issued against any particular property.

Mr. MERRICK. You have stated \$173,250 of special-improvement certificates were issued, as per act of the legislature May 29, 1873, and you told me they were sold to the banks.

The WITNESS. They were sold, and the balance paid out to the contractors.

Q. The sewer-certificates in the same way ?—A. Yes, sir.

By Mr. THURMAN :

Q. Is this one of the certificates ? [Handing witness a certificate.] It appears to be a sort of greenback currency that we have not had in the discussion during the inflation debate.—A. That is one of them.

Q. They were paid to contractors ?—A. Yes, sir.

Q. Now, suppose this state of the case : The contractor then could get for the balance due him only 8 per cent. Suppose that the owner of the property paid the assessment with 10 per cent. ; what becomes of the 2 per cent. ?—A. I was going to state the same law that authorized the issue of these required the board to place in the hands of the sinking-fund commission all money collected on these special assessments, and all certificates issued against the property until these were redeemed.

Q. But the point is this : Now, a tax payer might buy up one of these things. What is the lowest that was issued ?—A. The lowest was \$50 ; they were issued in fifties, one hundreds, and five hundreds.

Q. Very well, then. I suppose the assessment on the property was less

than \$50. Then the tax-payer could not avail himself of the privilege of paying any one of those certificates?—A. Yes, sir; they did.

Q. How? Did you pay him the difference—make change for him?—

A. No, sir; there are twenty brokers that have advertised to pay taxes in these certificates; and half a dozen people go there who have got \$30 to pay, say. They inquire "what are these certificates worth?" They are told 75 or 80 cents, and that the broker will pay their taxes at 75 cents on the dollar. The brokers bring these certificates to the proper officer in payment of the taxes of the party, and we are bound to receive them.

Q. In that way every one who chooses to go to a broker could get the advantage of that reduction?—A. Yes, sir.

Q. When did the first issue of these certificates begin?—A. August or September.

Q. What has been the market-value of these certificates?—A. I really personally don't know. I never bought one. It has been running along from 70 to 75 and 80 cents. That is my impression about it.

Q. You paid them to the contractors at par?—A. Yes, sir.

Q. Have any of the contractors refused to received them?—A. I think not.

Q. They have all taken them?—A. Yes, sir.

Q. Did their contracts provide they should be paid in money or not?—A. I don't recollect whether they said anything about their being paid in money or not. My impression is they said paid in lawful money. Rather than wait, they took these.

Q. They are to be paid in money, of course, if there is no provision in the contract to the contrary?—A. Of course.

Q. But notwithstanding that the contractors have taken these certificates?—A. Yes, sir.

Q. Does the amount paid the contractors absorb the whole \$2,000,000?—A. Yes, sir. About one hundred and seventy odd thousand dollars of them have been paid to other parties.

Q. Substantially, then, the debts due the contractors have absorbed the whole of the money?—A. Yes, sir.

Q. Then the effect of that is that the District have shaved the contractors about 30 per cent. That is the way it comes out?—A. No, sir; we have not shaved them any. They were not obliged to take these things; we told them that, if they would wait until the money was collected on these things, we would pay them the money. A great many of them, I suppose, have these things yet—have used them as collaterals.

Q. But you promised to pay them by the contract when the work was done?—A. I do not think the contract states that we would pay them as soon as the work was done.

Q. What time does it give?—A. I do not think it makes the payment particularly due at any specified time.

Q. Then it would be due on demand?—A. Nine-tenths of them understood, when they entered into the contract, that they could not get the money; that they would have to wait for it. They knew the law just as well as we did.

Q. Did they expect to wait until the money was raised by taxation?—A. Until the money was raised by these special assessments.

Q. This act that was passed for extending the time for paying special assessments for five years—was that passed before or after the bulk of these contracts was let?—A. It was passed afterward.



Q. At the time the contract was entered into, the credit to be given the tax-payers was twelve months?—A. Yes, sir.

Q. And the contracts were entered into, and the men expected to get their pay when the tax was collected?—A. Yes, sir.

Q. Then the legislature extended that for five years?—A. Four or five years, I think.

Q. Making it in installments of 20 per cent.?—A. Yes, sir.

Q. And then, after having done that, the legislature issued this currency?—A. Authorized us to issue it.

Q. Authorized the board to issue this currency?—A. Yes, sir.

Q. So that the dilemma the contractor was in was to take his money in installments running from five years to four years, from the end of the year, or to take these certificates, which were worth 70 cents in the market?—A. Yes, sir; that was the effect of it.

Q. Don't that look like a pretty strong shaving operation on the part of the government?—A. The government is not benefited by it.

Q. The District government?—A. No, sir; the board is not benefited by it.

Q. If the tax-payer can pay his taxes for seventy cents on the dollar?—A. He is benefited by it.

Q. When I say "the government," I mean the people.—A. The people themselves are benefited by it, but the government is not benefited by it, nor does the board receive any benefits.

Q. What margin of profit do you think there must have been in the contracts, that would justify these contractors in taking this kind of paper, which is worth only 70 cents on the dollar?—A. I am sorry to say that I do not think there was a very large amount. I know a good many of them have been broken up. They have suffered, and I am sorry for it.

Q. In other words, the District got even with them at last? (Laughter.)—A. It looks like it.

Q. And the result is, both sides are broken? (Laughter.)—A. We think we have got enough to pay off, if we ever get it.

Q. You do not know anything about this matter of anticipating the taxes, do you? That does not belong to the board of public works?—A. No, sir.

Q. If I understood what was said on a former day here, the board of public works doesn't consider itself bound by that provision in the organic act which provides that no extra allowance shall be made?—A. They do, to a certain extent.

Q. What is the certainty of that extent?—A. A man makes a contract for a specific work, and all that sort of thing; I would not agree to allow him anything extra. He ought to know what he is doing when he makes his bid.

Q. Have not extra allowances been sometimes made?—A. Under very peculiar circumstances. For instance, you take a man who has a contract for the building of a sewer. He digs, and finds before he gets to the depth his contract calls for, that he comes to quicksand, and he comes to springs, and things of that kind, which would break him up—

Q. And you make it equitable to allow him extra compensation. I am not inquiring whether there have not been cases in which it was equitable to do it. I have no doubt necessarily there must have been some such cases, in which it would be equitable to allow a man something; but that is not my question. The organic act, for certain reasons which were satisfactory to Congress, or at least which controlled it,

prevents this—prevents that being done. The fifteenth section of the organic act reads:

That the legislative assembly shall never grant or authorize extra compensation, fee, or allowance to any public officer, agent, servant, or contractor, after service has been rendered or a contract made, nor authorize the payment of any claim, or part thereof, hereafter created against the District under any contract or agreement made, without express authority of law; and all such unauthorized agreements or contracts shall be null and void.

Now, do I understand you that the board of public works do not consider that provision as binding on them?—A. I should not think it was.

Q. I do not ask you for your own opinion. I ask you whether the board goes upon the theory that that provision is not binding upon them.

The WITNESS. By the way, since you have mentioned it, I think there is an opinion of our attorney that we are not bound by it.

Q. What attorney was that?—A. Mr. Cook.

Q. If you could furnish us with that opinion, I would be obliged.—A. I am not certain; I think it is so.

Mr. MERRICK. I think his opinion is on the record somewhere. He discriminates between the board of public works and the District of Columbia, and he says why the District of Columbia is bound by it, and the board is not.

Mr. STANTON. No, the legislative assembly, he says.

Q. Let us go back a moment to this collection of special assessments. What is the law in respect to the general taxes, not the special taxes, but the general taxes in the district?—A. The law is, the general taxes shall not exceed \$2.

Q. I am aware of that. But they are payable on the 30th of June?—A. I do not recollect.

Q. There is no extension of time for the payment of them?—A. I think not.

Q. For the general taxes?—A. I think not. They allow a discount if paid in advance.

Q. But if they are not paid by the end of the fiscal year an absolute delinquency occurs?—A. Yes, sir.

Q. And then proceedings must be taken to enforce the collection of the taxes?—A. Yes, sir.

Q. Now, in the thirty-seventh section of this act, which is the first section relating to the board of public works, it is provided:

SEC. 37.

That the board of public works shall disburse upon their warrant all moneys appropriated by the United States, or the District of Columbia, or collected from property-holders, in pursuance of law, for the improvement of streets, avenues, alleys, and sewers, and roads and bridges, and shall assess in such manner as shall be prescribed by law, upon the property adjoining and to be especially benefited by the improvements authorized by law and made by them, a reasonable proportion of the cost of the improvement, not exceeding one-third of such cost, which sum shall be collected as all other taxes are collected.

Q. Was it ever decided by the board of public works whether that expression, "which sum shall be collected as all other taxes are collected," didn't require that the same rules, in respect to time of payment and mode of settlement, should apply to these special assessments, that do to the general taxes? Was that question ever mooted before?—A. Never, that I heard of.

Q. Did Mr. Cook ever give his legal opinion upon that?—A. I do not think he did.

Q. But it is very certain that these taxes are not collected, in respect of time and in respect of interest, as other taxes are collected?—A. Not under the last law.

Mr. MERRICK. Nor by the same instrumentality.

Mr. THURMAN. I do not know how that is.

The WITNESS. I think it says the board shall ascertain and collect.

Mr. THURMAN. No; it says "which sum shall be collected as all other taxes are collected."

Q. Now, if that includes the agency by which the collection shall be made, the time when the taxes shall be payable, and the interest they shall bear after the delinquency—if that is the meaning of all that—I do not say it is—but if it is, then I want some explanation.—A. The simple question is this: the legislature fixes the mode of all the taxes; by whom and when collected; and hence had the same right to say how these shall be—the same power.

Mr. THURMAN. That is a legal question. I want to know whether that point had ever been discussed by the board. It is very clear that a different course has been pursued.—A. I do not think it has.

By Mr. MERRICK:

Q. I want to ask you where you sold these bonds and these certificates of indebtedment. What did you do with the coupons that had been attached to them?—A. Some of them, up to a certain time, were left on the bonds, and then we cut them off. The coupons on all the special assessments were left on—special certificates—those greenbacks that you saw just now.

Q. You sold them with the coupons on?—A. Yes, sir.

Q. The bonds—you cut the coupons off?—A. Yes, sir.

Q. What did you do with these coupons?—A. Those coupons are now in my safe, which I propose to turn over to the sinking-fund.

Q. Have you charged yourself with them in your account?—A. No, sir; but I am going to get a receipt from the sinking-fund commission for them. I have not used them, and do not propose to use them.

Q. You have not charged yourself with them?—A. No, sir; and I do not propose to charge myself with them or use them.

Q. I want to know whether there is anything in your accounts that shows the amount of those coupons in your possession?—A. No, sir.

Q. It is only in your mind, and hereafter you will render an account of them?—A. It is not in my mind; it has to be done.

Q. Where is it if it is not in your mind?—A. It is in my mind, and the coupons are in my safe.

Q. That is what I say. There is no record of those transactions except such as you retain in your own memory?—A. Yes, sir; there is a record of them. I have stated to the governor in a letter exactly how many had been cut off, and what the sinking-fund commission, of which he is president, would have to provide for.

Q. Didn't the cutting off of those coupons depreciate the price of the bonds in the market?—A. I didn't cut them off until there was only about within two months of the time they were due.

Q. You have not used any of the coupons at all?—A. Not one of them; they are all in my safe.

Q. But you used the bonds?—A. Yes, sir.

Q. And cut the coupons off some time before you did use the bonds?—A. Yes, sir; I cut the coupons off as I used the bonds, and retained a memorandum of them. There is a memorandum of them, I think, in the letter-book of the board.



Q. Nowhere in the amount of the assets you have on hand?—A. No, sir. They are not our assets; they belong to the sinking-fund commission.

Q. Why not turn them over directly to the sinking-fund?—A. I have been very busy and have not thought about it at any time when I have been going up there. They have got an account of them. I wrote a letter to Mr. Kelly stating to him exactly what I had. He is the treasurer of the sinking-fund commission.

Q. Have you any idea how many of them you have?—A. I think I cut them off about fifteen or sixteen hundred thousand dollars. I did not think we ought to pay that interest, and I consulted with the governor, who is the president of the board, and Mr. Willard, and they advised me to cut them off, and I did so.

Q. Those were bonds on the four million loan?—A. O, no, sir; I never had anything to do with a four-million loan—the sewer-certificates.

Q. No bonds at all?—A. No, sir; the four-million loan was negotiated before the bonds; probably by the time the bonds were printed.

Q. You used the word "bond" yourself, and therefore I fell into the same error.—A. I think I did cut off some coupons of the last bonds I got—the District bonds—not the four millions, but the \$260,000—bonds which were issued to make up the deficiency of the four-million loan.

Q. You think you cut those off?—A. I have cut off some of them. I gave a statement to the sinking-fund commission of what I had.

Q. And some you sold without cutting them off?—A. Yes, sir; when they were first issued I paid them out.

Q. When were they issued, those bonds?—A. They were issued some time after the legislature adjourned, as soon as they could be printed. It takes some time to get up those things. The comptroller's report will show when they were turned over.

Q. Can you tell us how you paid the interest on the four-million loan?—A. I cannot. That does not come into our accounts at all. That is a matter for the District government.

Q. Did you transfer the sewer-certificates, or put them in the possession of the governor, or other authorities, in order to raise money by their hypothecation?—A. No, sir.

Q. You know nothing about that?—A. No, sir; I do not know how that was paid. The governor or the sinking fund commission can tell you that. They may have told me they had raised the money to do it, and no doubt they did; but how, I do not know.

Q. It did not come within the province of the board of public works?—A. No, sir; the board has nothing to do with the District bonds at all. They are turned over to the sinking-fund commission. They have to provide for all the interest and for the redemption of the bonds or paper that is out.

Q. Do I understand you to say the board of public works had nothing to do with the four-million loan?—A. Nothing.

Q. Who managed that?—A. The four-million loan was managed by the governor. I think he was authorized under the law to negotiate it. I am pretty certain he was.

Q. Where did the money go that was derived from the four-million loan?—A. Into the District treasury, and they paid it over to me.

Q. Then you got the money?—A. I got the money.

Q. Do you recollect what the proceeds of that four-million loan were?—A. I think it was \$240,000 or \$260,000 discount on the four millions.

Q. I will leave that question for the present. You have brought to

the committee now all your bank-books, showing your deposits in all the banks?—A. Yes, sir.

Mr. WILSON. I wish you would get them together, and put them in their proper order—get the different sets together.

Q. When and where was that four-million loan negotiated?—A. Through Seligman & Bros., of New York. I think it was negotiated in Germany by them.

Q. Was it all negotiated at one time?—A. I do not know. I think it was.

Q. How did you get the proceeds of that loan into your hands?—A. By a requisition on the comptroller of the District of Columbia. The money went into the treasury of the District of Columbia.

Q. And then you received it?—A. Yes, sir. I received it right along as we wanted it.

Q. Did you draw for it all at one time, or from time to time?—A. O, no, sir.

Q. In what sums did you usually draw for it, and what did you do with the money?—A. When I got it I deposited it.

Q. What were the banks in which you kept your deposits—the First National Bank then, and afterwards the National Metropolitan?—A. Yes, sir; I think all that four-million loan went into the First National Bank.

Q. Do your bank-books show that that four-million loan went into that bank?—A. I think so.

Q. And that the proceeds of that loan were gold?—A. O, no; currency.

Q. You negotiated it in Germany? You negotiated that for so much?—A. The governor negotiated it in New York, with Seligman & Brothers, and they negotiated it in Germany. The last investigation showed what they got for it, and all about it. But it was negotiated with them absolutely. They bought the bonds.

Q. They took the bonds at how much to the dollar?—A. Ninety-four or ninety-five cents.

Q. In greenbacks?—A. Yes, sir. The last investigation showed all that. I will not speak positively.

Q. I only want to get the aggregate. You got about \$3,760,000 or \$3,770,000?—A. I presume that is what we got.

Mr. MERRICK. You will find it in his report of 1872.

Q. That money all came into your hands?—A. Yes, sir.

Q. Did you get any money into your hands from any other source except the Government appropriations? You have spoken of the four-million loan.—A. O, yes, sir.

Q. Where did it come from?—A. We got it from these special assessments on the streets.

Q. Do you know how much you received from those special assessments?—A. Seven hundred and odd thousand dollars.

Q. Did you receive any money?—A. Yes, sir.

Mr. MERRICK. At page 507 of the testimony he gives his exact amount.

The WITNESS. You will find there it is \$771,201.36.

Q. Is that the net proceeds, or gross amount?—A. That is the gross amount.

Q. Then did you receive any other money?—A. Yes, sir; I received money from the water-register for water-taxes.

Q. What amount was that?—A. It is all in my report there; I do not know what the amount of it was.

Q. About how much?—A. Really cannot tell you, without going over the whole report.

Q. Did not you keep any separate account with the water-register?—A. Yes, sir; there is a separate account down at the office.

Q. You can give us the exact amount to-morrow?—A. Yes, sir.

Q. Did you receive money from some other source?—A. I received a small sum of money from sewer and gas-permits—permits for opening the streets for gas and sewer purposes.

Q. Did you keep a separate account of that?—A. Yes, sir.

Q. Can you show the amount of that?—A. Yes, sir.

Q. Will you please to produce that in the morning?—A. I will.

Q. Any other moneys that you received?—A. I do not know of any. The first year we received money from the District government—appropriations from the District government.

Q. How much was that?—A. That is all in the report.

Q. I suppose you have a separate account of that?—A. No, sir. That goes right into my general account. But I can get it for you from the comptroller.

Q. On what account did you receive that from the District government?—A. Appropriations made by the legislature.

Q. It came out of the District?—A. Yes, sir; the general taxes, I suppose.

Q. Are there any other sources from which you derived money?—A. I think not.

Q. Now, on the 11th of January, 1873, you received \$1,240,000?—A. Yes, sir.

Q. On the 3d of August did you receive \$192,050.12 from an appropriation made by Congress?—A. I think so.

Q. On the 9th of July, \$460,766.94?—A. I got all the appropriations of the Government.

Q. I want to get at the amounts. On the 3d of August, \$68,230?—A. Yes, sir.

Q. On the 18th of March, \$1,000,000?—A. Yes, sir.

Q. On the 25th of July, \$497,000.03; on the 18th of March, \$106,583. Then, again, \$63,021.45, \$1,737,000.60, and \$230,211.24. Are those correct statements of the amounts received?—A. I cannot tell you from memory. They are in my statements here.

Q. There was an appropriation of \$913,497.26?—A. Yes, sir.

Q. Was that all drawn by you?—A. Yes, sir, I think so.

Q. And has been deposited by you in one or the other of those banks?—A. Yes, sir.

Q. Show me the entry on the bank-book when that deposit was made.

WITNESS. When is that?

Q. The appropriation was made on the 3d of March, 1873; \$230,211.84 seems to have been drawn the 2d of September, 1873.—A. July 19, I find here on this book \$230,000.

Q. Look at page 457 of the governor's answer; you will find this entry there, "Pay to the order of the board of public works of the District of Columbia \$130,211.80. F. E. Spinner, Treasurer of the United States." Then there is another for \$100,000—both are together.

The WITNESS. On the 3d of September. Here that is in this little book.

Q. When is the balance of that appropriation of \$913,000 credited on your book?—A. Here is July 25, \$159,497.03; July 18, \$25,000; July 9, \$230,000.



Q. What is your next item?—A. \$100,000, \$130,211.84, \$230,000, \$230,766.94. First National Bank.

The WITNESS. How much does that make?

Mr. WILSON. \$875,475.81.

The WITNESS. I recollect now the balance of that money; I got a certificate of deposit from the National Metropolitan Bank to give to the First National Bank to take up the indebtedness we had there. It ought to show here but it does not, and I do not find any check against it here in this book. I can find that out in the morning at the bank, and let you know just exactly how it is.

Q. Will your books at the office show about that?—A. No, sir; the books at the office will not show it. It will show it at the bank. If I deposited the money and got a certificate of deposit they have not charged me with the certificate and they never put it in my book either. I can find out all about it, however, in the morning. Certificates of deposit they do not credit you with on the bank-book.

Mr. WILSON, (to Mr. Christy.) Have you any further witnesses.

Mr. CHRISTY. No, sir. We close here.

Mr. MERRICK. Mr. Kirtland is not here, and therefore we close our case in chief.

Mr. CHRISTY. Except as regards the testimony of C. H. Evans on the subject of those books.

Mr. MERRICK. That is only a little matter. He is only to furnish the amount of asphalt and coal-tar, I believe.

Mr. WILSON. How is the other Mr. Evans?

Mr. MERRICK. He was only to be used for rebutting.

The CHAIRMAN. Mr. Mattingly, can you be ready to proceed to-morrow?

Mr. MATTINGLY. If the engineer appointed by the committee is ready with his measurements. We would like for these to be in before we go on with the case. There might be a number of matters which would be susceptible of explanation. I do not know, of course, what the result of his measurement is.

Mr. MERRICK. You can go on with other matters independent of that.

The CHAIRMAN. I do not think our engineer is quite ready to report, though I do not know.

Mr. MATTINGLY. Our idea about the matter was simply this: It was suggested to the committee a short time ago that they go around and view the work that has been done. Our idea was that if the committee would take Thursday and Friday and view this work, then we could go on on Monday morning and close up the case as rapidly as possible.

After consultation among the various members of the committee the chairman made the following announcement: The examination of witnesses will be adjourned until Monday next unless Mr. Kirtland should come in the mean time; if so, we will examine him. To-morrow the committee will hold a private session for consultation; and on Friday at 12 o'clock the committee will be ready to make such examination of the improvements made in the city by the board of public works as gentlemen may desire to point out to them; and also on Saturday.

Mr. CHRISTY. I would state that we have arranged that there shall be a sort of general programme.

The CHAIRMAN. The committee will provide itself with means of conveyance, and will be glad to have gentlemen on both sides go with them to point out the work.

The committee then adjourned its public session until 10 o'clock Monday morning, the 27th instant.

MONDAY, *April 27, 1874.*

The committee met pursuant to adjournment; no quorum being present, the chairman announced the committee adjourned until to-morrow at 10 o'clock a. m.

TUESDAY, *April 28, 1874.*

The committee met pursuant to adjournment.

The journal of the proceedings of Wednesday last was read and approved.

SAMUEL J. RITCHIE, a witness on behalf of the District government, being duly sworn, testified as follows:

By the CHAIRMAN:

Q. Are you engaged in the manufacture of sewer-pipe?—A. I am, sir.

Q. Where?—A. At Talmadge, Ohio.

Q. Tile-pipe?—A. Yes, sir.

Q. Will you state the price? Did you furnish the board of public works with pipe?—A. Yes, sir.

Q. How much?—A. I think about \$80,000 worth.

Q. Do you remember the dimensions of the pipe furnished by you? Have you a memorandum of it?—A. No, sir, I have not.

Q. State as near as you can.—A. Six-inch, 9-inch, 12-inch, 15-inch, and 18-inch—some a little larger size.

Q. State the price at which you furnished it.—A. The 6-inch was 17 cents a foot; the 9-inch, I think, 40 cents; the 12-inch, 56 cents; the 15-inch, \$1; and the 18-inch, \$1.19.

Q. Are you in the habit of furnishing pipe to other cities?—A. Yes, sir.

Q. How do these prices compare with those charged by you to other cities?—A. We charged in Cincinnati, Buffalo, Detroit, Rochester, and a good many other cities—we sell from lists, giving a percentage off—the list at which we sell in Cincinnati is 30 cents for 6 inch, 50 cents for 9-inch, 75 cents for 12-inch, \$1 for 15-inch, and \$1.50 for 18-inch. From these prices we give off to these places 10 per cent.

Q. Why do you sell to this District for less?—A. We come in contact with the Eastern manufacturers, and the result is a sharp competition; prices were cut down.

Mr. WILSON. Let me see your price-list.

The WITNESS. In Chicago we give 20 per cent. off to the city.

By the CHAIRMAN:

Q. Do you make any deduction from the prices you have named to the board of public works?—A. These are the net prices.

Q. The prices for which you received pay from the board?—A. Yes, sir.

By Mr. WILSON:

Q. Who made the contract with the board of public works?—A. Well, really there never was a written contract; only an order. They invited bids.

Q. Did you make bids?—A. Yes, sir.

Q. Written bids?—A. Yes, sir.

Q. With whom did you negotiate ?—A. The bids, I believe, were addressed to the secretary of the board.

Q. You never had any written contract ?—A. We never entered into a written contract; no, sir; no more than they gave us orders, and we would fill them.

Q. When did you first commence selling pipe to the District of Columbia ?—A. I should think about two years ago, sir.

Q. Who made the negotiations on the part of your company ?—A. I did.

Q. Did you receive the payment ?—A. Yes, sir.

Q. Do you keep the books of your firm ?—A. I do not; I have never written a line in them.

Q. Were there any drawbacks paid to any person ?—A. Not one dollar.

Q. Your firm paid no drawbacks of any kind ?—A. No, sir; not one dollar to anybody.

By Mr. STANTON :

Q. I think you did not mention the name of your firm ?—A. Our firm is Sperry, Ritchie & Co.

Q. In respect to the manufacture of sewer-pipe by that firm, how does it compare with other firms of the country ?—A. There is only one in the country that is as large.

Q. Some testimony was adduced here by a witness named Evans, in respect to a price-list furnished him in 1871, about the time the board of public works went into operation, which would have been June, 1871. How did the price at that time compare with the prices subsequently, say in 1872 and 1873 ?—A. The prices for this kind of pipe named, previous to January 1, 1872, were 25 cents for the 6-inch, 40 cents for the 9-inch, 55 cents for the 12-inch, 75 cents for 15-inch, and \$1 for the 18-inch.

Q. Then that was an increase of prices in January, 1872 ?—A. Yes, sir.

Q. About what percentage ?—A. From 25 to 40, and 25 to 50 per cent. The prices had ruled very low previous to that time for some time.

Q. And the most of the sewer-pipe furnished by you was in the years 1872 and 1873, was it not ?—A. We furnished none previous to that, I believe.

Q. Did you or not furnish this pipe to the board of public works at lower rates than you furnished it to any other ?—A. There was no other consumer that we furnished to at so low a rate as we furnished it to the city.

Q. Either a municipality or private person ?—A. No, sir; contractors have a discount off. It is the intention of the manufacturers to make that card the net rates to consumers and contractors, and dealers have this discount off, but it is not intended to give any discount off to consumers.

Q. The board got the discount off, as I understand it ?—A. Yes, sir.

By Mr. CHRISTY :

Q. When was it that you submitted the bids to which you refer ?—A. We sent the bids just as we sent the invoice all along from the first.

Q. The bids, I mean.—A. O, I cannot give you the date. I think it was about two years ago. I have not any data to refer to, but I should say it was about two years ago.



Q. What was the character of that bid? How long was it to continue? What amount of this material was to be furnished?—A. There was nothing of that kind in it. I went to see Governor Shepherd about the pipe, and he told me "Go and put in your bid. The man that furnishes the best pipe for the least money is the man we will buy from."

Q. And you did present a bid in writing?—A. Yes, sir.

Q. Are you able to state the rates you proposed to furnish these several varieties of pipe for in that bid?—A. They are just those that I have already given.

Q. So that there has been no change in the rates since that time?—A. No, sir; none whatever.

Q. You do not remember the time?—A. I cannot give you the date of it. If I had thought you wanted to know anything about it, I should have brought data along.

Q. You filed that with the secretary of the board?—A. Yes, sir.

Mr. CHRISTY. I desire, Mr. Chairman, to see the bid and examine the witness further.

The WITNESS. I think I addressed it to the secretary.

Q. Very well, you addressed it to the board of public works?—A. Yes, sir.

Governor SHEPHERD. We will furnish the bids.

The CHAIRMAN. Mr. Christy, do you make a point that the prices received were high?

Mr. CHRISTY. I want to ascertain, if I can, the nature of this transaction. He says that prices were reduced by reason of sharp competition. I would like to see the bid, as the basis upon which to continue this examination.

The CHAIRMAN. He gives you the prices paid.

Mr. CHRISTY. Yes, sir; but he does not remember very distinctly, I think, in regard to the time, which seems to be important, because about that time they were furnishing at lower rates. This, of course, is a paper that can be produced very quickly, and we will not detain the witness but a moment.

By the CHAIRMAN:

Q. What is the largest sized pipe you make?—A. Twenty-eight inches. We have not furnished anything of that kind to the board.

MOSES KELLY, sworn and examined for the District government.

By Mr. MATTINGLY:

Question. It is alleged here that you, Mr. John O. Evans, Hallet Kilbourn, William S. Huntington, Mr. Kidwell, Lewis Clephane, and others, on or about the 25th of August, 1871, formed a conspiracy with the view of obtaining contracts from the board of public works. State to the committee whether you had any connection with any such conspiracy or not.—Answer. I had not.

Q. Have you any knowledge of any such conspiracy existing?—A. I have not.

Q. Did you have any interest under any contracts made with the board of public works by any parties?—A. I had not.

By the CHAIRMAN:

Q. Had you any interest in any real-estate pool?—A. No, sir.

Q. Nothing of that sort?—A. No, sir.

Q. No interest whatever in any contracts with the board of public works?—A. Never, sir.

Q. What is your business?—A. I am cashier of the National Metropolitan Bank.

By Mr. HARRINGTON:

Q. How long were you a commissioner of the sinking-fund?—A. Since the organization of the commission in 1871.

Q. Have you been intimately connected with the District government in that relation?—A. I have, in that relation.

Q. Be kind enough to state whether you know, either of your own knowledge, directly or indirectly, of any malversation, malfeasance, or corruption in connection with the District government.—A. I do not.

By Mr. CHRISTY:

Q. Were you a member of the Portland Stone Company?—A. I was. The company was organized under the old corporation of the city of Washington—the late corporation of the city of Washington. It was organized prior to the organization of this District government.

Q. Is it not a fact that this company organized after the District government went into operation?—A. I think not, sir.

Mr. CHRISTY. We have that which is admitted in evidence to be genuine, a certificate of the incorporation of the Portland Stone Company recorded February 24, 1871.

Mr. HARRINGTON. Do you understand that is the paving company or the Portland Freestone Company?

Mr. CHRISTY. This is the Portland Stone Company.

The CHAIRMAN. Was that a paving company?

Mr. MATTINGLY. No, sir.

Mr. STEWART. That was a mere filing, as I understand it, of the certificate of incorporation for making artificial stone, and the certificate was filed two days after the act was approved.

Mr. CHRISTY. Three days, to be exact.

Mr. HUBBELL. When was it executed?

Mr. CHRISTY. That is the very significance of it. These gentlemen deferred this matter until after the final organization of the government.

The CHAIRMAN, (to Mr. Christy.) What do you want to show about that?

Mr. CHRISTY. Were you then a commissioner?

Mr. HAMILTON. This was done in December, 1870, if there is anything in that.

Mr. CHRISTY. You have got it all wrong, gentlemen. It happens that this person was a member of the Portland Stone Company and the Artificial Stone Company of the District of Columbia.

Mr. HARRINGTON. That company was organized on the 14th of December, 1870, by your own evidence. It was not of record until the date that the gentleman says, but it was "given under my hand and notarial seal the 14th of December, 1870." That is the time the company was organized, of course.

Mr. CHRISTY. Yes; but it did not have that much infused into it until after the District government became a created thing, which I regard as a suspicious, very suspicious, circumstance.

Q. (To the witness.) You were then a member of the company: what was the extent of your interest?—A. It was very small, sir.

By the CHAIRMAN:

Q. How much?—A. I do not remember the number of original incorporators. The act of incorporation itself, I presume, will show, sir.

By Mr. CHRISTY:

Q. What do you mean by "very small?" Would an interest of \$25,000 in the capital stock be deemed by you "small?"—A. My impression is that the entire capital stock was only \$20,000. That is my recollection of it.

By the CHAIRMAN:

Q. Had you a tenth or twentieth in it, or do you remember what portion of it you had?—A. I do not. I had an equal interest, I presume, with the persons named in the act of incorporation.

Mr. CHRISTY. There are eleven of them. He seems to have been interested to the extent of one-eleventh.

Q. (To the witness.) You were likewise a member of the Artificial Stone Company, of the District of Columbia. Now that certificate of incorporation was filed December 26, 1871?—A. That is a continuation of the same company; the two companies were merged.

Q. What was your interest in that, or did it remain the same?—A. It was the same as in the former.

By Mr. HUBBELL:

Q. That is, you retained your old interest?—A. Yes, sir; nothing more.

By Mr. CHRISTY:

Q. What efforts did you and your associates make to obtain work in the District of Columbia; to whom did you apply?—A. I am not aware that any effort was made; I certainly made none. The company was organized with a view to private work, and my information is that the entire amount of work done for the board of public works was only about \$3,000.

Q. Does your interest still continue?—A. No, sir.

Q. I will ask you if you have not been very largely interested with the several parties whose names were stated in your hearing in real-estate operations.—A. What parties do you mean?

Q. The parties whose names were mentioned—Mr. Kilbourn, for instance.—A. Never.

Q. You never had any interest with him? How about with Mr. Shepherd?—A. Not recently. In former years—three, four, or five years ago—we had numerous real-estate operations. In the last three years I think we have had none.

Q. Have you had no interest in any real-estate operations with him since the organization of the government of the District of Columbia?—A. I am unable to recall any. If any, they have been very small.

Q. I find from the testimony of Mr. Magruder that a large number of checks were drawn upon you, or rather upon your favor, for the purpose of paying notes that had been hypothecated with you by contractors in March, 1873. You may state what rate of interest you charged those contractors.—A. We charged simply our usual banking rate of interest, eight per cent. In no case more, as I recollect.

The CHAIRMAN. What is the object of that, Mr. Christy?

Mr. CHRISTY. Mr. Magruder has been interrogated upon that subject. It is a very important fact, I deem it, to ascertain to what extent they have required contractors to pay for the use of this money.



The CHAIRMAN. It does not seem to me that that would be legitimate.

Mr. CHRISTY. I want to ascertain the nature of the transaction, whether he calls it a discount by way of interest, or a purchase of those certificates absolutely, and I thought possibly in that form we might reach the result quite as well as in any other.

The CHAIRMAN. That is a proper question to ask. He can state whether he purchased those certificates, or simply loaned money on them.

The WITNESS. I will say, first, that in all these cases the payments referred to were made to me in my official capacity as cashier of the bank. In no instance in any other capacity, that I know of. I will further say that in no instance that I can recollect were the certificates purchased. Advances were made to the contractors at our usual bank rate of interest, 8 per cent.; and they were charged at that rate of interest for the time they had the use of the money. When the money was collected, it was put to the credit of the parties, charging them at the rate of 8 per cent. a year for the time they had the use of the money. That is the simple truth, and the whole truth, in reference to it.

By Mr. CHRISTY :

Q. To what extent did you advance in March, 1873, to contractors, their certificates being held as collateral security?—A. I am unable to say. It was to a very considerable amount.

Q. Was it as much as half a million of dollars?—A. No, sir. I do not think it was half of that. It was probably something over \$100,000.

Q. Do you think it was not over \$250,000?—A. I do not think it was half that.

Q. Are you distinct in your recollection?—A. That is my impression.

By the CHAIRMAN :

Q. You were in the habit of loaning money upon these District securities at your bank?—A. Yes, sir; we were.

Q. Was your bank also in the habit of purchasing these certificates?—A. It was not.

Q. You never did purchase any?—A. I never did, excepting in a very few instances to save a debt.

Q. It was no part of your regular business to be purchasing these vouchers?—A. No, sir.

Q. You loaned money on them, and collected the money and gave the party credit?—A. Yes, sir.

Q. That was your usual manner of transacting business?—A. That was our practice.

Q. Did you, as an individual, deal in these securities?—A. I did not.

By Mr. MATTINGLY :

Q. This Portland and Artificial Stone Company that you were asked about, what amount of profits were realized from that concern?—A. I am ashamed to say; I think we lost.

By Mr. MERRICK :

Q. You were one of the commissioners of the sinking-fund, were you?—A. Yes, sir.

Q. When was the last provision for the payment of the interest on the bonded debt of the District of Columbia made?—A. I cannot recollect the date. I think in the latter part of December.

Q. The latter part of December, 1873?—A. I think so.

Q. Provision for the January interest?—A. Yes, sir.

Q. Be good enough to tell in what way you provided for that interest.—A. It was provided for in part by loans upon the District bonds as collateral security, and partly from taxes, current receipts.

Q. What sort of bonds were hypothecated?—A. Thirty-year bonds, issued under the act of the legislative assembly of June, 1872—sinking-fund bonds.

By Mr. HARRINGTON:

Q. Six per cent.?—A. Yes, sir.

By Mr. MERRICK:

Q. Was there any other security hypothecated except those bonds?—A. No, sir; not that I am aware of.

Q. Were there any sewer-certificates or improvement-certificates hypothecated?—A. Not that I am aware of. We had none of those. The sinking-fund had none of those at all.

Q. Have you now any sewer-certificates?—A. No, sir; we have not.

Q. Or improvement-certificates?—A. No, sir.

Q. Have none been issued and turned over to you under the provisions of the act of the legislative assembly?—A. The law does not require them to be turned over to the commissioners of the sinking-fund.

Q. How as to the certificates of assessment?—A. The certificates of assessment, as I understand—in consequence of the books being in use constantly, the assessments have not been made; they have been suspended.

Q. You say, as far as you are advised, there have been no assessments made under either of these acts?—A. Not recently; I think not, sir.

Q. Either the act of May or June?—A. I think not recently, sir; none that I am aware of. Those assessments are not made by the commissioners of the sinking-fund.

Q. I know they are not made by the commissioners of the sinking-fund; but the act of the legislative assembly requires those certificates of assessment under both acts to be transferred to the commissioners of the sinking-fund whenever issued?—A. They have not been reported.

Q. None have been reported to you under either act?—A. No, sir.

Q. Have there ever been any payments of assessments collected under either act made over and returned to you?—A. There have been.

Q. Can you tell us how many—what amount?—A. My impression is that nearly one-fourth of the 8 per cent. certificates, both sewerage and general assessment certificates, have been taken up and canceled.

Q. Have been taken up and canceled?—A. Yes, sir, received for special assessments, street improvements, and sewer-taxes.

Q. They were turned over to you after they were canceled?—A. They were turned over to us after being canceled.

Q. Yes, but the question I asked you was, have any payments on account of sewerage assessments or special improvement assessments been made and accounted to the commissioners of the sinking-fund since May?—A. There have been. These canceled certificates are payments. They are received in payment of these taxes, and canceled and turned over to us.

Q. But there have been no payments of money to you?—A. The payments of money have been small; but there have been payments of money.

Q. On account of both?—A. Yes, sir; on account of both.

Q. What have you done with those payments of money that have been made to you?—A. They have been applied to pay the interest on the coupons.

Q. The coupons on the certificates?—A. Yes, sir; the outstanding certificates; those which have not been taken up and canceled.

Q. Exclusively dedicated to that purpose?—A. Yes, sir.

By Mr. CHRISTY:

Q. When you arranged with the contractors to make these advances upon certificates, I will ask you if you did not have an express agreement with Mr. Magruder that these several discounts were to be refunded to you as soon as the board of public works obtained any money: from the first moneys obtained?—A. No, sir; we took our chances with other people. We had no special agreements.

Q. You had no arrangement at all with Mr. Magruder in regard to it?—A. No, sir.

Q. None whatever?—A. None.

Q. And these discounts were made in the ordinary course of business, no preference being given?—A. The advances were made to our own customers—those who were doing business with our bank. That was the only preference.

By Mr. MERRICK:

Q. Can you make a memorandum of the amount of these certificates which have been canceled by the sinking-fund commissioners?—A. I can do so.

Mr. STANTON. Mr. Chairman, we have here a bid made by Messrs. Sperry, Ritchie & Co., referred to by the prior witness. The date is February 18, 1872.

The WITNESS. That is the bid, sir. It was received on the same day it was made.

By Mr. CHRISTY:

Q. Were you in the city of Washington when this was submitted?—A. Yes, sir.

Q. Were there any competing bidders?—A. Yes, sir; there were other parties here the same day.

Mr. CHRISTY. If it meets the wishes of the committee I would like to have this go in evidence.

The bid reads as follows:

*To the honorable Board of Public Works of Washington, D. C.:*

We will furnish the following sizes and kinds of vitrified-stone sewer-pipe, delivered at the city of Washington, at the annexed prices.

The city to pay freight and deduct the same from amount of bill.

SPERRY, RITCHIE & CO.,

*Tallmadge, Ohio.*

Refer to W. H. Upson, M. C.

	Price per foot.		Price per foot.
Straight pipe..... 6 inches	80 17	Connections..... 12×15 inches	\$1 50
Straight pipe..... 8 inches	32	Connections..... 15×15 inches	1 00
Straight pipe..... 9 inches	40	Connections..... 6×18 inches	1 85
Straight pipe..... 12 inches	56	Connections..... 8×18 inches	2 05
Straight pipe..... 15 inches	90	Connections..... 9×18 inches	2 00
Straight pipe..... 18 inches	1 19	Connections..... 12×18 inches	2 45
Straight pipe..... 20 inches	1 50	Connections..... 15×18 inches	2 20
Connections..... 6×12 inches	90	Connections..... 18×18 inches	2 30
Connections..... 8×12 inches	95	Connections..... 6×20 inches	2 40
Connections..... 9×12 inches	95	Connections..... 9×20 inches	2 45
Connections..... 12×12 inches	1 00	Connections..... 12×20 inches	2 40
Connections..... 6×15 inches	1 30	Connections..... 15×20 inches	2 50
Connections..... 8×15 inches	1 45	Connections..... 18×20 inches	2 60
Twelve-inch horizontal trap.....	5 00		

Can furnish at this list from fifty to one hundred thousand dollars' worth.

Rec'd B. of P. W., Feby 1, 1872.



JOHN L. KIDWELL sworn and examined.

By Mr. MATTINGLY:

Q. It is alleged that, in August, 1871, you entered into a conspiracy with Moses Kelly, Lewis Clephane, John O. Evans, and others, for the purpose of obtaining contracts from the board of public works. State whether that is so or not.—A. I entered into no conspiracy at that date, or any other date, in reference to any contracts with the board of public works.

Q. Had you any knowledge of any such conspiracy being in existence?—A. I had not.

Q. Were you interested with these gentlemen in any contracts with the board?—A. Which gentlemen do you mean?

Q. Moses Kelly, John O. Evans, and Lewis Clephane.—A. Neither of them. I had no interest in any contract.

By Mr. HUBBELL:

Q. The names are John O. Evans, Hallet Kilbourn, William S. Huntington, Moses Kelly, Lewis Clephane, Samuel P. Brown, Henry D. Cooke, and Lewis S. Filbert.—A. I had not, sir.

By Mr. CHRISTY:

Q. State what interest you took in securing what was known as the Mace patent for concrete pavements in this District, or the Scharf patent pavement. State what connection you had with any negotiation between John O. Evans and Mr. Mace, of Montgomery County, Maryland, in regard to his interest in the Scharf patent concrete pavement. Give us the history of that.—A. At my instance, Mr. Mace, of Montgomery County, Maryland, purchased a two-thirds interest in what he termed the original Scharf pavement, from parties who held it in Baltimore. And, after making the purchase, he called upon me, and said: "Now, you have some acquaintances in Washington, and you have advised me to make this purchase: I would be glad if you could grant me an interview with the parties who propose to lay these concrete pavements, by which I can induce them to use it on a royalty." Well, I told him that I was very anxious to see that pavement. It was the same pavement that was laid in front of the Arlington. I told him I was very anxious to see that pavement laid, if it could be laid, and if it could be laid I was satisfied it would give satisfaction to every one. I arranged an interview between Mr. Evans and Mr. Kilbourn and Mr. Mace. That interview was at my store. Mr. Evans or Mr. Kilbourn, one or the other, produced a contract, and it was signed by Mr. Mace in my presence. I was called out into my store. It was at my drug-store.

By the CHAIRMAN:

Q. Did you have any pecuniary interest in this?—A. None at all.

Mr. CHRISTY. Still I want to show his knowledge of this matter, which I deem of importance, and for this reason: that Mr. Mace by this arrangement was not one of the competing bidders at the lettings of September 1, 1871.

The WITNESS. I simply acted as a friend of Mr. Mace in the matter, in introducing him to these gentlemen, with a view of having him after, under my advice, buying it, make some money out of it in the way of royalties.

By Mr. HUBBELL:

Q. At whose request did you act?—A. At the request of Mr. Mace.

By Mr. CHRISTY :

Q. You say that negotiations proceeded until Mr. Mace signed a contract?—A. Yes, sir: at that time I was called out of my store. When I returned I presumed that both had signed the contract, and I was asked to witness it. I witnessed Mr. Mace's signature. I think Mr. Mace, or perhaps Mr. Kilbourn, asked me to keep the paper.

Q. Who were present at that negotiation?—A. Mr. Mace, Mr. Kilbourn, Mr. Evans, and myself.

Q. John O. Evans?—A. Yes, sir.

Q. Hallet Kilbourn?—A. Yes, sir.

Q. You were asked to witness it?—A. I was asked to witness it.

Q. Did you witness it?—A. I did.

Q. And were under the impression that both parties had executed it?—A. I thought so at the time. My attention was not especially drawn to the wording of the contract. I was called in and out of my store, and presumed it was satisfactory to both gentlemen. I was asked to witness it, and at their request put it away in my desk.

Q. At whose request?

The CHAIRMAN. That is immaterial.

Mr. CHRISTY. This is the most innocent of transactions. Mr. Mace, largely interested in the best pavement, according to the testimony of this witness and others, laid in the city of Washington, was induced by John O. Evans and Hallet Kilbourn to execute a contract; and the parties ask this witness to sign it and witness it, which he did, he being, of course, the custodian of that contract. Now I wish to show, by this witness, that in this way they did carry into effect this system of destroying competition, keeping Mr. Mace out of the list of competing bidders.

The CHAIRMAN. Why do you not ask him that question?

By Mr. CHRISTY :

Q. At whose request did you take charge of that contract?—A. Well, I am uncertain whether it was at the request of both of them, or whether it was at the request of Mr. Mace. I cannot recollect.

Q. By whom were you requested to witness it?

The CHAIRMAN. That is certainly immaterial.

Mr. CHRISTY. I will show by this witness, or expect to show, that these parties in fact failed to sign it, excepting Mr. Mace, who was under the impression that it was fully executed.

The CHAIRMAN (to Mr. Christy.) Ask him that question.

By Mr. CHRISTY :

Q. How long did you keep that contract in your possession before you again inspected it?—A. I was called by some affliction in my family a day or two afterward to California. On my return, in sixty days, Mr. Mace, learning that I was home, called at my store. He said to me that he wanted to see the contract, and said to me, "Doctor, could you have been a party with those gentlemen to have taken away from me the benefits of that pavement?" I said to him, "No." I was surprised at his language, and asked him why. He said he had an idea that the contract was not signed by those other gentlemen. I said that could not be possible, and I opened my desk and got out the contract, and I found it was not signed by those gentlemen. I told him before he had made his statement that I would have sworn that it had been signed.

By the CHAIRMAN :

Q. When was this ; this first arrangement with Mr. Mace ?—A. I do not recollect the date. It was in August, 1871, I think.

Q. August, 1871 ?—A. I think so. I judge it was about that time.

Q. You went to California and were absent sixty days ?—A. Yes, sir.

Q. Did Mr. Kilbourn and Mr. Evans sign that contract after your return ? When you found their names not attached to it, what was done with the contract then ?—A. I called upon Mr. Kilbourn. He said if I would note the contract that it was not such a contract that it was necessary for him to sign, and he said that he did not intend to sign it.

Q. Why did he say it was not necessary for him to sign it ?—A. Well, I did not hold any further discussion with him.

Q. He did not give any further reason ?—A. No, sir ; I did not hold any further discussion with him about it.

Q. What was the nature of that contract ?—A. If I recollect the wording of it, it obliged them to pay so much royalty for whatever of that pavement they put down.

By Mr. STANTON :

Q. It was in the nature of a license from Mr. Mace, was it ?—A. I think it was.

Q. It was a license from Mr. Mace to use the patent at a certain rate of royalty ?—A. I think so.

Mr. HARRINGTON. Mr. Evans testified that he was to pay 15 cents on the square yard.

By Mr. CHRISTY :

Q. This was anterior to the opening of the bids by the board of public works ?—A. I think it was, sir.

Q. Do you not remember that it was finally consummated to this extent on the 30th of August, 1871 ?—A. I do not recollect, sir.

The CHAIRMAN. He says it was in August, but he cannot recollect the date.

The WITNESS. I cannot fix the dates. I went away in August, and I was away until October.

By the CHAIRMAN :

Q. Where is that contract ?—A. I do not know.

Q. Did Mr. Mace take it away with him ?—A. There was some suit in court about this, and I was summoned before a commissioner, and notified to bring the contract with me, in giving such evidence as I give you here to-day. The contract was made a part of the evidence, and was filed with the commissioner.

By Mr. CHRISTY :

Q. Do you remember whether this occurred after Hallet Kilbourn returned from New York in August ?—A. I do not know. As I told you, I went to California. I do not know when Mr. Kilbourn was in New York.

Q. What connection had you with the Maryland Freestone Mining and Manufacturing Company at that time ?—A. I think I was president of it at that time.

Q. How long did you continue president ?—A. I think I was president three years.

Q. Did you not furnish a very large amount of material, &c., to the board of public works ?—A. I think a thousand or eleven hundred dollars' worth.



Q. Of material?—A. Yes, sir.

Q. Did you not furnish a large amount to contractors under the board of public works?—A. I think we did—some thirty or forty thousand dollars' worth.

Q. Did you not furnish Collins and Jones alone forty thousand dollars' worth?—A. Yes, sir; and I think they were the only ones. I do not recollect of any body else. I will say to the gentlemen that, although president of the company, I was not the manager or the superintendent of it.

By the CHAIRMAN:

Q. Who was the manager of it?—A. Mr. Hayden was the superintendent of it. He made all the sales; and I am not particularly charged with the amount of sales, nor to whom they were sold.

Q. Is he still living here?—A. Yes, sir; I was not charged particularly with those things. I was simply the president, and not expected to do that.

MR. CHRISTY. What was the extent of the interest of Governor Cooke at that time? I mean in August, 1871.

The WITNESS. In what do you mean?

By Mr. CHRISTY. In the Maryland Freestone Mining and Manufacturing Company?—A. Well, I do not know. I think, maybe, that he held one-eighth or one-tenth of the stock. I am not distinct or positive about that. I did not keep the books; and very frequently there were transfers of stock made without my knowledge.

By Mr. MATTINGLY:

Q. Do you know of any effort on your part, or the part of Governor Cooke, through the board of public works, to compel contractors to use Seneca stone?—A. No. I wish there was something that would have prevented them from using it, because I am satisfied that we lost \$15,000, any way, by the sale of it. I am sorry there was not some power to prevent it.

By Mr. STEWART:

Q. This is what you call Seneca stone?—A. Yes, sir.

Q. How much did you say was used?—A. My idea is that thirty or forty thousand dollars' worth was sold to Jones & Collins, and I am sure that we lost any way ten or fifteen thousand dollars on this sale. We had to take such securities as these contractors got, and we had to sell them, so that our losses were very heavy on them.

Q. Then you have never profited very largely from the board of public works?—A. I am not certain that we realized a cent. I think it is on the other side.

HENRY D. COOKE recalled.

By the CHAIRMAN:

Q. I am requested by the counsel for the board of public works to ask you to state your knowledge of an arrangement or conspiracy entered into about the 25th of August, between yourself and others, for the purpose of controlling contracts in the District of Columbia. I believe you were then governor of the District, were you not?—A. Yes, sir.

Q. Did you have any conversation with any of these gentlemen named in reference to the method of letting contracts by the board of public works at that time?—A. No, sir. I wish to state explicitly that I have no

knowledge whatever, and never had any knowledge, of any conspiracy of the kind referred to, or of any effort or intention to form a ring to get contracts; that no one ever spoke to me on that subject; that I had been in entire ignorance of any such purpose or intent.

Q. Did you meet Mr. Kilbourn in New York about that time, or see him in New York or Philadelphia?—A. I do not think I did. It is barely possible that I might have done so; but, if so, it was a mere accident. I was very frequently both in New York and Philadelphia.

Q. In a letter written by Mr. Kilbourn to Mr. Huntington he says: "H. D. C. tells me to draw on him for \$25,000 cash, for real estate pool?"—A. Yes, sir.

Q. Do you remember when that was, and where you told him this?—A. It was in Washington.

Q. Not in Philadelphia or New York?—A. No, sir.

Q. Had you any knowledge about that time of Mr. Kilbourn and others endeavoring to secure patents for paving?—A. No, sir.

Q. You did not know that he was going to New York or Philadelphia for that purpose?—A. No, sir.

Q. He had not mentioned to you in any way any matter connected with it?—A. No, sir; I did not know anything about those matters.

Q. State why it was that the board of public works did not award contracts under the bids that were made and opened on the 1st day of September, 1871.—A. That reason is fully stated in the report of the board of public works.

Q. State it again, if you please; you were then a member of the board?—A. Yes, sir; I was a member of the board.

Q. What was the general idea that operated on the mind of the board at that time?—A. The general idea was, in advertising for bids, to fix a fair scale of prices on a fair average of prices for the work, and then that average was considerably lower. If I recollect right the bids were generally higher, or at least nearly as high as those which had been paid by the old corporation. The idea of the board was to get this work done more cheaply by paying cash; the plan being to negotiate the bonds and to be able to pay contractors in cash, and therefore to get work done at a less rate. We thought we ought to get it from 15 to 25 per cent. less than the old rate, and a scale of prices was fixed at about that figure; I think about 25 per cent. less than the former rates. That is my recollection of it. It is stated more clearly, however, in the written report of the board of public works.

Q. Then it was not the intention of the board at the time to award contracts under those bids?—A. No, sir.

Q. But only to ascertain a scale of prices which would enable you to let contracts privately?—A. That was my understanding of it.

Q. Did you have any interest in any of these contracts?—A. No, sir; not a dollar.

Q. At no time?—A. No, sir.

By Mr. STEWART:

Q. Do you know Mr. Chittenden, who was on the stand before this committee?—A. Very slightly; merely casually, as I know hundreds of other gentlemen.

Q. It was stated here, by Mr. Nickerson, I believe, that Mr. Chittenden appeared to rely on you. Did you have any intercourse with him during that period?—A. I never spoke to Mr. Chittenden, nor he to me, on the subject of contracts, to the best of my recollection and belief.

Q. You never had any conversation with him on the subject?—A. No, sir.

Q. Did you ever have any conversation with a man by the name of Kirtland; do you know Kirtland?—A. No, sir; I do not think I know him; I certainly do not know him by his name; I have no recollection of ever having met him.

Q. You say Mr. Chittenden never spoke to you on the subject of contracts at all?—A. No, sir; that is, I do not recollect of his ever having spoken to me. If he did it made so slight an impression on my mind that it has passed away.

By the CHAIRMAN:

Q. Do you know the Rev. William Colvin Brown?—A. My acquaintance with him is about as casual as it was with Mr. Chittenden. Mr. Brown came to the office of Jay Cooke & Co. with a small check which he wished to have cashed, being introduced, I believe, by some friend, I forget who, in order to identify him. I cashed the check. He came in afterward, and wanted to draw again, and I did not know the drawee, and declined to cash the draft. That is about the extent of my acquaintance with Mr. Brown.

Q. Did you ever have any conversation with him about contracts?—A. No, sir.

Q. Did you ever have any conversation with Mr. Chittenden about contracts?—A. No, sir.

Q. Did you ever have any conversation with Mr. Kirtland about contracts?—A. No, sir.

Q. Or Mr. De Golyer?—A. No, sir; I think not.

Q. Or McClellan?—A. I think not.

By Mr. STEWART:

Q. During Mr. Huntington's life-time did he apply to you to help him to get contracts?—A. Never but once; and I said to Mr. Huntington that I would prefer that he would have nothing to do with that business, because, owing to his relations with me, it might be misconstrued. From that time he never spoke to me on the subject.

Q. You say he never spoke to you but once on the subject?—A. Yes, sir.

Q. When was that?—A. That was some time before his death.

By the CHAIRMAN:

Q. Did he ever mention De Golyer and McClellan to you?—A. I do not think he did. It may have been in that connection, but I am not positive.

Q. You do not remember the particular contract?—A. No, sir; I do not remember the contract or party in whose behalf he spoke.

By Mr. STEWART:

Q. Did you enter into a full conversation with him at that time?—A. No, sir. I think I have stated the substance of the conversation.

Q. What did he say to you?—A. My recollection of it is about this. He introduced me to Mr. Chittenden at the First National Bank. I happened in there for a moment. Afterward he told me that Mr. Chittenden was wanting to get a contract in behalf of some Chicago parties, and began to talk with me about it, and I told him that I wished he would not have anything to do with these matters, as, on account of his relations to me, it might be misconstrued, and I would prefer that he would have nothing to do with it. That was all.



Q. That is the only conversation you had with him on the subject of contracts?—A. Yes, sir.

By the CHAIRMAN:

Q. I wish you would state to the committee what you know in relation to the letting of the work to De Golyer & McClellan. You know a contract was awarded to them on the 25th of May. Now state every process of which you had knowledge which led to that award.—A. The board were, of course, very anxious to push the work with the greatest possible rapidity consistent with good workmanship. They were anxious, of course, to secure good qualities of pavement and to secure as contractors men with the necessary experience and ability to execute their work promptly and satisfactorily. There were a great many applications before us, and the parties were allowed full access to the board for hearing, to represent the merits of their several patents, &c. My own impression is that Colonel Parsons appeared before the board and presented very elaborately—I think on that occasion Mr. De Golyer or Mr. McClellan was present—the merits of that patent, which was examined very carefully by the board. The impression that I got at that time, I think, among other facts stated, was that it had been thoroughly tested in Chicago, and, as evidence of the satisfactory character of the work in Chicago, it was stated, I think, that they had laid a great many miles, I do not remember how many, 40, 50, or 60 miles. At all events it was an immense amount. I know that that fact had very great weight with me, because I thought it would have had an opportunity to have tested the pavement, and they would not have laid so large an amount of it had it not been satisfactory. Afterward the board considered the matter, and it is my impression that the board unanimously agreed to authorize the vice-president of the board to award the contract to De Golyer & McClellan to the extent of 150,000 yards, and if the work was done within a given time the contract would be extended to 200,000 yards.

Q. Did you know at that time that Mr. Kirtland or Mr. Brown had any interest in this work?—A. No, sir.

Q. Or that they were operating to secure influence?—A. No, sir.

Q. You did know that Mr. Chittenden was interested somewhat, because you had been introduced to him?—A. O, yes; I knew that, but I did not know what his precise—what the character of his operations were at all.

Q. You had no knowledge whatever that either Kirtland or Brown was interested in securing this contract?—A. No, sir.

By Mr. MERRICK:

Q. Did you know that they were advocating it at all?—A. No, sir.

Q. You knew neither of them in any manner as connected with this contract?—A. No, sir. I wish to state further, in that connection, that as the work progressed the board became dissatisfied with it and the contract. I do not know whether it was annulled; but, at any rate, the work was discontinued. They were ordered to discontinue the work; and, if my recollection serves me right, they were stopped when they had executed somewhere from fifty to fifty-five thousand yards. My impression is that that was all they did.

By Mr. MATTINGLY:

Q. This contract was awarded by the board?—A. Yes, sir.

Q. There was a statement made here that the contract was obtained from Governor Shepherd at his private office—at his place of business

on the avenue. State whether Mr. Shepherd at that time, as vice-president of the board, was transacting public business at that place.—A. I will state, for the information of the committee, that the board authorized Mr. Shepherd, as the executive officer of the board and vice-president of the board, to make the award and do whatever was necessary in the premises. I do not know of my own knowledge where the award was handed to the parties; but, as you state, it was generally at Mr. Shepherd's counting-room. I know that it was almost impossible very frequently for Mr. Shepherd to get to the room of the board of public works, because of the crowd that besieged him at his place of business. I have known him to be detained there for two or three hours sometimes by this crowd at his store, before he could get down to the board. Finally, if I recollect right, he put up a notice that no public or official business would be transacted there, and that, henceforth, all parties desiring to see him should go to the office of the board. After that the nuisance was abated. I suppose it was a nuisance. I do not know.

Governor SHEPHERD. I think it was.

By Mr. HARRINGTON :

Q. Mr. Evans was examined the other day in relation to a bid that he is said to have put in about the water-main; do you know to what he referred?—A. I would like to explain to the committee in relation to that matter, while I am here.

By the CHAIRMAN :

Q. Is this the 36-inch water-main, of which you are speaking?—A. Yes, sir; I have brought the law on this subject. I will not detain the committee long, and will merely refer them to the law, and leave the papers with them.

Section 6 reads as follows :

SEC. 6. *And be it further enacted*, That whenever it shall become necessary to lay main pipes for the supply to the cities of Georgetown and Washington, the cost of the same shall be paid by the said cities, and the engineer aforesaid is hereby prohibited from making any contracts for the same, unless approved by the corporations aforesaid, and expressly stipulated with the contractor or contractors that the payment for the same is to be made by the said corporations.

Approved by the President March 3, 1859.

Mr. STANTON. That is the engineer in charge of the Washington Aqueduct?—A. Yes, sir. As I say, that was approved by the President March 3, 1859. Then July 14, 1870, Congress amended that act as follows :

SEC. 4. *And be it further enacted*, That the said Engineer officer shall cause to be furnished and laid, from the distributing reservoir of the Washington Aqueduct to Capitol Hill, in the city of Washington, along such route as he shall determine, an iron main of 36 inches in diameter, connected with the present mains at such points as he shall direct, and that the entire cost thereof shall be borne apportionately by the corporations of Washington and Georgetown; and in order to provide for such cost, the said corporations are hereby empowered and authorized to increase the present water-rates and water-taxes to such an amount as may by them be deemed necessary.

SEC. 5. *And be it further enacted*, That for the purpose of enabling the corporations aforesaid to carry out the provisions of this act, it shall be competent for them to borrow, in such proportions as they may deem necessary, a sum of money, not exceeding two hundred and sixty thousand dollars for the city of Washington, and forty thousand dollars for the city of Georgetown, redeemable within a period of ten years, out of any revenue to be derived from water-rents.

Approved by the President July 14, 1870.

That is the act of Congress which placed the work entirely in the hands of the Engineer of the Army.

Meanwhile the new government was inaugurated, and the former government having neglected to take action, the legislature of the District

passed a law meeting the requirements of the law of Congress approved July 20, 1871:

*Be it enacted by the legislative assembly of the District of Columbia,* That the governor be, and hereby is, authorized and instructed, immediately after the passage of this act, to adopt measures for speedily complying with the injunctions of the fourth and fifth sections of the act of Congress of July fourteen, eighteen hundred and seventy, directing the engineer of the Washington Aqueduct to afford to the cities of Washington and Georgetown an additional supply of Potomac water, by the laying of a new iron main of thirty-six inches in diameter, at the expense of the cities aforesaid, from the distributing reservoir above Georgetown to Capitol Hill, the said new main to be judiciously connected with the water-mains already laid, at such points as are herein-after designated.

**Section 9 of that act is as follows :**

*SEC. 9. And be it further enacted,* That the United States engineer in charge of the Washington Aqueduct be, and is hereby, authorized and empowered, in conjunction with the governor of the District of Columbia, to enter into contract for the laying of the 36-inch cast-iron main mentioned in the first section of this act, and to adopt the following route for the same, namely: From the distributing reservoir to Bridge street in Georgetown, and along the said street to the Aqueduct bridge, over Rock Creek, connecting at said bridge with one of the 48-inch pipes in which the water is conducted over Rock Creek, and continuing eastwardly from the east side of said creek, along Pennsylvania avenue to its junction with L street north, and thence along L street to its junction with New Jersey avenue; from that point it shall be extended by a 36-inch branch and 30-inch main, running along New Jersey avenue to its junction with Massachusetts avenue, and there connected with the 30-inch supply-main already laid.

**Section 12 is as follows:**

*SEC. 12. And be it further enacted,* That the engineer aforesaid be, and he is hereby, authorized and requested to invite proposals by circulars and newspaper publications, from manufacturers of iron pipes in New York, Philadelphia, Baltimore, Pittsburgh, and Washington, for supplying the pipe, branches, and stop-valves necessary for the new mains herein authorized, and also to invite proposals by public advertisements in at least two newspapers in the city of Washington, for the hauling, excavation, and other work necessary to complete the laying of the said mains, and that the contracts for supplying the said pipe and the laying thereof shall, in all cases, be given to the lowest responsible bidders, upon the execution and delivery by them of good and sufficient bonds, with surety, to an amount of at least twenty per centum of the contract, for the prompt and faithful performance of all of its obligations; and no money shall be paid on account of any contract for materials or work herein authorized, except upon the approval and order of the engineer of the Washington Aqueduct.

**WITNESS.** Now, my construction of these two acts, the act of Congress and the supplemental act of the legislature, was, that this whole matter of the letting and the constructing of the work was left with the engineer of the Army; that I was associated with him in the letting of the contract, simply on account of the legal necessity of binding the District government by the signature of the executive officer to the contract. That was my construction of the law, and I think it was the correct one. The contract was advertised for according to law, and the bids were opened. I have here a copy of the bids as opened.

**MR. STEWART.** Do these documents show the history of it regularly?—A. Yes, sir. The following is the copy referred to.

*Abstract of bids for 36-inch main-pipe for the District of Columbia, opened August 15, 1871.*

Names.	Address.	Reservoir division.	Georgetown division.	West Washington div.	East Washington div.	Totals.
Bryan, Dillingham & Co.	Titusville, Pa. ....	\$46,081 81	\$84,431 89	\$78,812 06	\$77,790 92	\$287,116 68
Austin P. Brown....	Washington, D. C. ....	40,118 46	73,466 81	68,552 89	67,571 04	249,709 20
J. W. Starr & Co.	Camden, N. J. ....	40,396 19	74,072 48	69,177 75	68,420 65	252,067 07
N. G. Morris.....	Philadelphia, Pa. ....	38,406 22	72,777 56	66,769 17	67,952 13	245,905 08
William Smith.....	Pittsburgh, Pa. ....	47,503 21	87,021 74	81,220 63	80,133 49	295,879 07
R. D. Wood & Co.	Philadelphia, Pa. ....	36,131 97	66,302 92	61,932 01	61,392 94	225,779 84
Thomas Evans*.....	Washington, D. C. ....	37,860 43	69,358 40	64,735 65	63,872 54	235,827 02

\* Unknown bid, not signed, supposed from the signatures to the bond and bondman's oath to be Thomas Evans.



The WITNESS. So that Evans was not the lowest bidder by \$10,000.

By Mr. MATTINGLY :

Q. His bid was not signed?—A. His bid was not signed. There was no signature to it.

By Mr. STEWART :

Q. Then what was done?—A. Thereupon Major Elliot—of course he did not consider the bid of Mr. Evans because it had not complied with the conditions; but it seems that the lowest bid, that of Wood & Co., of Philadelphia, was also informal in several important particulars, and he felt that he must refer the matter as to whether he should reject or throw out that bid. He was anxious to accept it if he could do so legally, because it was the lowest bid, and they were responsible parties. He referred the matter to his chief Maj. Gen. Humphreys, of the Corps of Engineers, and by him it was referred to the Secretary of War, and by the Secretary of War to the Attorney-General, for an opinion, a copy of which I have here.

Q. Who was the Attorney-General at that time?—A. Mr. Akerman. His opinion reads as follows:

DEPARTMENT OF JUSTICE.

*Washington, August 23, 1873.*

SIR: The question raised in the communication from Maj. George H. Elliot, of the Engineers, transmitted in your letter of the 21st instant, is this: Whether he is authorized to accept the lowest bid for furnishing pipes for a water-main from the Washington Aqueduct through the District of Columbia.

Major Elliot in this matter acts under the authority both of Congress and of the legislative assembly of the District of Columbia. The act of the assembly, approved July 20, 1871, entitled "An act to provide for additional supplies of Potomac water, by means of the Washington Aqueduct, for the cities of Washington and Georgetown, and authorizing a loan for such purpose," provides in the twelfth section that the engineers shall "invite proposals by circulars and newspaper publications," and "that the contracts for supplying the said pipe \* \* \* shall, in all cases, be given to the lowest responsible bidders." The engineer has issued his circulars inviting proposals, and has inserted advertisements in the newspapers, referring to his circulars. The circular contains instructions to bidders, the first of which is as follows: "No bid will be considered which is not made on the printed form, and which does not comply with the following directions." The lowest bid which has been made does not comply with the directions in certain material points. I do not think that it can be considered. If the call for bids were not required by law, but were simply a convenient mode adopted by the engineer for finding a suitable contractor, the reasons for insisting upon a strict conformity to the instructions to bidders might be weaker than they are in the present case.

But when the law under which Major Elliot acts authorizes him to invite proposals by circulars and newspaper publications, and then requires that the contract shall in all cases be given to the lowest responsible bidders, it must be construed to mean that the lowest responsible bidders who conform to the terms prescribed in the circular shall have the contract.

It is a mockery to invite proposals of a certain sort, and then to reject them for proposals of a different sort, which were uninvited, and the possible acceptance of which could not have been generally anticipated. And although cases may occur in which a rigid adherence to the advertised terms will be inconvenient and disadvantageous to the Government in the particular case in hand, yet a loose practice in such matters will in the end work to the serious disadvantage of the Government. The authority to invite proposals implies an authority to prescribe reasonable terms and conditions. To announce under this authority that no bid will be considered which does not comply with certain directions, and afterward to consider and accept a bid not complying with such directions, is unjust to the complying bidders. I am aware that the rigid rule which I advise has not always been observed, and that authority for some what flexible practice in the matter of bids may be found in opinions of my predecessors. But I can see no propriety in announcing terms unless they are to be insisted on, and when, as in this case, they are authorized by law, I think that the officer or public agent who prescribes them is not at liberty to disregard them, and that he should

consider that person the lowest bidder who makes the lowest bid according to the prescribed forms and terms.

Very respectfully, your obedient servant,

A. T. AKERMAN,  
*Attorney-General.*

Hon. WM. W. BELKNAP,  
*Secretary of War.*

By Mr. STEWART:

Q. What was done after you got that opinion?—A. Thereupon Major Elliot, who was then the engineer in charge, advised me of his action, and that he felt himself precluded from making that award by the decision of the Attorney-General, and that he thought it was best to advertise for new proposals. Of course his judgment in these professional matters was better than mine, and he re-advertised. Meanwhile the price of iron advanced somewhat, and the letting was not as favorable as it would have been if he could have awarded under the first advertisement.

Q. Was it let to the lowest bidder when it was let?—A. Yes, it was let to the lowest bidder, but he was bound by this decision of the Attorney-General, or so considered himself.

Q. Who was the person who got the contract?—A. I think Starr & Co., of Philadelphia.

By Mr. STANTON:

Q. The Starr Company, was it not?—A. The Starr Company. That is the precise history of the matter.

The committee here took a recess until 2 o'clock p. m.

2 O'CLOCK P. M.

On the committee reconvening, HENRY D. COOKE was recalled.

By Mr. MATTINGLY:

Q. Mr. Thomas Evans, in his testimony before this committee, in referring to this 36-inch main, says: "I told Mr. Cooke that if I had belonged to the ring, I would have got a job, and I believe it, too." State whether the ring had anything to do with the letting of that contract.—A. Not that I am aware of.

Q. In answer to the question, "Who had the letting of that contract?" he answers, "Governor Cooke."—A. As I stated to the committee this morning, I considered—

Mr. MERRICK. That is already explained.

Mr. MATTINGLY. Very well. In answer to the question, "Was it the board of public works," he answers, "Yes, sir." I understand the letting was done by the Engineer of the Army.—A. Yes, sir; the letting was done by the Engineer of the Army, under the act of Congress. The contract was signed by me for the reasons given under the act of the legislature, in order that the District government might be bound.

By Mr. CHRISTY:

Q. You say that the bid of Thomas Evans was marked "unknown," not having been signed by Thomas Evans?—A. Yes, sir; that was the record as furnished me.

Q. Are you not aware of the fact that Thomas Evans deposited the sum of \$1,000, in compliance with the condition made in the advertisement or letting?—A. No, sir; not personally.

Q. Don't you know, also, the fact that Mr. Evans executed a bond?—A. Yes, sir; I know that fact.

Q. Which was attached to his bid, and that his bondsmen were known to be responsible persons?—A. I presume they were.

Q. You have spoken of several bids, and the amount of those bids. I will ask you if you are able to state that the bids you speak of as lower than Mr. Evans's, included stop-cocks, valves, &c.?—A. These bids refer to the same—the bids I spoke of referred to the main.

Q. Solely?—A. Yes, sir.

Q. Are you not aware of the fact that the bid of Thomas Evans included all these matters that you have enumerated?—A. They were bid for separately and scheduled separately.

By Mr. MERRICK:

Q. They were embraced in the amount, were they not?—A. No, sir; not in the amount of the schedule I had here to-day.

Q. Are you able to state the character of the several bids from recollection?—A. They are all in the schedule which I have presented to-day.

Q. From what sources did you derive the various data that you have here?—A. I will again state that I considered that this whole matter of the letting—the advertising for and making of the awards—was a matter which was delegated by the law of Congress, and the law of the legislature to the engineer in charge.

Q. You misunderstand me.—A. Therefore I considered that the question was for me to determine. That is the point I wish to make.

Q. But that is not responsive to my question. My question is, from what sources did you get the data which you have presented to the committee?—A. I got it from the records of the office.

Q. Original bids?—A. Yes, sir.

Mr. CHRISTY. The committee will at once see that it will be very much better to have those bids produced than simple abstracts from a non-expert.

The WITNESS. I would suggest if the gentlemen would allow me—

Mr. STANTON. From what office did you get them?

The WITNESS. From the office of the Washington Aqueduct. I would suggest that the engineer in charge, Major Elliot—the secretary of the Light-House Board is here, and could give the committee all the information they desire on that subject much better than I can, because I am not an engineer nor an expert. I left that matter to his judgment and decision.

Mr. CHRISTY. We desire, then, to have the committee suggest that these bids themselves be produced.

Mr. HUBBELL. Do they belong to the board of public works?

Mr. MATTINGLY. No, sir; I don't regard it as a matter of any importance with regard to this investigation, but as one of those collateral matters that have sprung up—

Mr. CHRISTY. It is certainly a direct matter, for the reason that this witness has undertaken to state facts which he derives from documentary evidence on file and within reach of the committee, and of course it is merely secondary and incompetent testimony.

Q. You state that there was an advance in the price of iron between the refusal to let under the first bid and the actual letting subsequently?—A. Yes, sir.

Q. To what extent was that advance?—A. I could not state positively, but it was considerable—from \$10,000 to \$50,000, or possibly \$60,000.

Q. What was the interval between the abandonment?—A. I gave the report to the committee. That states the whole thing. It is a printed official report.



Q. You say that this advertisement, which has been offered in evidence in regard to the first proposal for bids, was let solely for the purpose of fixing the scale of prices under which the work should be done for the board?—A. That was my understanding at the time.

Q. When did you first have that understanding—before or after the bids were in fact received?—A. Before.

Q. Was it before you put the advertisement in the newspapers?—A. That was talked about. That was discussed, I think, in the board before or about the time.

Q. If that be true, why was it the advertisement was made in the form it was there?—A. I should like to see the advertisement before I answer that question.

Q. I call your attention to the fact, first, that the language is the same as is employed by the Government in regard to proposals; next that you required the bidders to deposit the sum of \$1,000 for the faithful performance of the contracts, when let. In what part of that advertisement do you advise the public that it was simply for the purpose of enabling you to fix a scale of prices?—A. In the second clause, which is as follows: "Bids for any and all descriptions of pavements will be received. The board reserves the right to select or reject any and all the pavements which may be offered."

Q. Now, it is on that alone you based that?—A. Yes, sir. I think that was a fair notice given to the public, that we reserved to ourselves the right to reject any and all.

Q. That applies simply to pavements. There was a vast deal of other kinds of work that was let. The question I ask you is this: When it was that you determined to abandon the original design of letting to the lowest bidder, and of establishing a scale of prices, and award contracts at your own volition?—A. I don't know that I can say definitely. I think it was done at the time, or about the time, that the advertisement was published; certainly before the bids were opened. I am quite positive on that point.

Q. Do you think it was fair treatment to the public and to those making bids to require them to deposit \$1,000 for the sole purpose of advising you gentlemen of what work could be done for?—A. That matter was all contained in our report of 1872, I think.

Q. I am not asking about the report. What is your own knowledge of this matter?—A. I do not know—with all deference to counsel—that my opinion in those matters is of any value.

MR. CHRISTY. We deem it of very great importance, for the reason that we think that departure from your original plan is what occasioned certain embarrassments of which you complain. I will read this, and then ask you to explain: "Each bidder will be required, before presenting his bid, to deposit with the collector of Washington City, to the credit of the board of public works, the sum of \$1,000, taking receipts therefor, as a guarantee that he will enter into and carry out the contract if awarded to him, in accordance with his bid." Did you at any time advise the public that this was simply to establish a scale of prices for the convenience and guidance of the board?—A. The object of that was to prevent what are called "straw-bids"—bids put in by irresponsible parties.

Q. Was not the object in requiring the \$1,000 to prevent straw-bids?—A. I say, in order that these bids might be *bona fide*.

Q. What did you care whether they were straw-bids or not, if your sole purpose was simply to ascertain what the work could be done for and the materials furnished at?—A. For the obvious reason that, if

persons did not intend to fulfill their contracts, it would be a matter of very little importance to them what rate they bid.

Q. Did you know Mr. Stafford—on this subject of preventing straw-bids—who bid upon that occasion?—A. I do not recollect.

Q. Don't you remember he complied fully with all the conditions of your advertisement?—A. That may have been, but in the multitude of business I have forgotten the names.

Q. Now, in view of the fact that you had taken precaution to prevent straw-bidding, or biddings of irresponsible persons, why was it that on the first of September you refused to accept the three several bids of John G. Stafford to lay a carriage-way of Smith's concrete pavement at prices largely below the subsequent prices established by you?—A. The board considered that the scale of prices adopted were the most advantageous, on the whole, for the District.

Q. John G. Stafford bid to lay a concrete pavement at \$2.25 a yard, and gave sufficient security, which was the amount established by you, (\$1,000,) that he would comply with the conditions of his contract. Why is it you ignored that bid?

Mr. MATTINGLY. What concrete pavement?

Mr. CHRISTY. The Smith concrete pavement.

The WITNESS. It may have been a concrete pavement which was not acceptable to the board. It may have been an inferior style of pavement. Probably there was some reason of that kind. Of course, at this distance of time, and in the multitude of bids and applications, I cannot answer positively a question of that kind.

Q. Do you know Mr. Stafford?—A. I think not.

Q. Did you examine the sureties on the bonds he gave?—A. They were all examined by the board—some of the officers of the board.

Q. Will you please explain whether you were advised of the fact that after work was performed the compensation was increased; and, if so advised, why that increased compensation was allowed?—A. In the wooden pavements the compensation was increased because the board adopted the process of "treating" the wood, as it is called.

Q. It is not the change in the price before the work was done, but after the work was done, that I am inquiring about. I now direct your mind to the contract of C. E. Evans—a contract signed by yourself, where, after the improvement was complete, you increased his compensation from \$2.95 a square yard to \$3.20?

Mr. MATTINGLY. That is all in the record.

Mr. STANTON. That is admitted.

Mr. CHRISTY. I want the purpose of it. The fact was admitted after attention was called to it.

Mr. STANTON. Contemporaneous documents, prepared at the time, are all there.

Mr. WILSON. That would not preclude inquiry into the motives of the parties, I presume.

Mr. MATTINGLY. If there is any special motive that is sought to be proved, we have no objection to the governor stating it.

Mr. STANTON. If the counsel have any expectation of showing that there was any different purpose whatever, of course, we have no objection. If they will state that they have any such expectation, why we will waive all objection.

Mr. CHRISTY. Here is a witness who is quite intelligent, and who aided in having this done, and I want to know the reasons operating upon his mind.

Q. Were you not aware there was a law prohibiting extra compensa-

tion to contractors, and controlling you as governor of the District and as an officer of the board of public works?—A. That is all a matter of record, and the explanation is given in the record. If I could get access to it, I could answer your question.

Q. I am not speaking of the record, but I am asking now whether you knew the fact that that act was in direct contravention of the laws you had sworn to support.—A. No, sir; I do not think it was. I think there were reasons for this change which were satisfactory, and that it would not have been made if it had been in violation of the act.

Q. Can you recall the reasons that operated upon your mind to induce you to do this act?—A. No, sir; not at this time.

Q. Will you explain to the committee under what authority of law you executed contracts after your term of office expired?—A. Those contracts had been passed upon by the board of public works and agreed to, and it was a mere clerical matter. A majority of the members of the board had signed them already.

Q. How many contracts did you sign after your term of office expired?—A. I cannot state.

Q. Where did you sign them?—A. Occasionally a contract would be brought to me.

Q. Who brought you those contracts?—A. I do not remember. They were brought by some—some, I think, I signed in the office of the board of public works.

Q. Did you sign any contracts at any other place than the office of the board of public works?—A. I think I signed one or two at my own office when they were brought to me.

Q. Can you recall who brought you those contracts?—A. No, sir.

Q. Now, the only places at which you executed contracts, then, were at your own office or else at the office of the board of public works?

THE WITNESS. I do not understand the question.

[The question was repeated.]

A. Yes, sir; or at the governor's office.

Q. Why was it that the contracts bore date at a period long anterior to the time at which you in fact attached your signature to the contracts? What was the purpose of that?—A. There was no purpose except the possible neglect of the clerk to bring them to me for signature. They were exceptional cases. Probably I was absent from the town at the time that the other members signed them.

Q. Did you allow, as governor, work to be done without contracts being executed therefor?—A. As has been already stated, when an award was made for work, and accepted by the contractor, it was considered as equivalent to a contract in many cases.

Q. You have spoken of Mr. Huntington. Your relations with him were very intimate, and you were very familiar, were you not?—A. Yes, sir.

Q. Will you advise this committee whether you were aware of the fact that Mr. Huntington had an interest, or claimed to have an interest, in the original contracts that were let, with Mr. Kilbourn, Mr. Latta, and Mr. John O. Evans?—A. What do you mean by "original contracts?"

Q. The first contracts that were let.—A. Under the old government?

Q. No; under the new government.—A. No, sir.

MR. MATTINGLY. Latta had no interest.

Q. I will say Mr. Kilbourn, Mr. Clephane, and John O. Evans?—A. No, sir; I know nothing about Mr. Huntington's relations in that connection.



Q. He never spoke to you on the subject?—A. No, sir.

Q. Did you at any time see a bank-book or pass-book kept by Mr. Huntington in which were recorded the transactions he had with the several parties whose names I have mentioned?—A. I do not remember to have ever seen it.

Q. Never knew of his having any interest whatever with these several parties?—A. Never, except in a very general way. I never knew anything of it until just before his death.

Q. What did you learn at that time?—A. I learned at that time that he had been connected with these parties in the laying of the pavement on Pennsylvania avenue under the old government.

Q. From whom did you learn that?—A. I cannot state precisely from whom I learned it now; probably from Mrs. Huntington.

Q. At no time during his life did you hear him speak of any interest that he had with these several parties?—A. No, sir; except as I explained in my testimony this morning.

Q. Did he not say to you that he had a large fee or compensation depending on that award?—A. No, sir.

Q. Didn't he importune you to let a contract?—A. No, sir; he did not importune me, because I gave him to understand that it would be unpleasant to me to be importuned.

Q. There has been some testimony in reference to the use that was made of moneys received from the Government of the United States and disbursed by James A. Magruder in March, 1873. Will you please state what proportion of that money the First National Bank received, or Jay Cooke & Co.?—A. The First National Bank, at that time, was largely in advance to the board of public works, with the understanding that when they become in possession of this money they should be re-imbursed.

Q. What was the extent of that advancement?—A. I cannot speak positively, but I think it was—

Q. Of course we only want your best recollection.—A. It was probably a couple of hundred thousand dollars.

Q. Was that advance made directly to the board of public works or to contractors under the board of public works?—A. It was an overdraft of the board of public works. I cannot be positive. It was at that particular period; but I know, at times, that overdraft did reach \$200,000.

Q. Now, at that time had you made any advancements to contractors under the board of public works on certificates?—A. The bank loaned to its regular customers, many of whom had been customers of years' standing, some of them long before the government was instituted, on their own notes; sometimes with these certificates as collateral, and sometimes with orders of the board as collateral, at our regular rates of discount. Sometimes this was done at the instance of the board, in order to facilitate them in their work. Both the First National Bank and the National Metropolitan Bank were always ready to respond to the extent of their abilities in carrying on this work, in accommodating the board, and in accommodating contractors where they were worthy of credit and accommodation.

Q. Then, in addition to that, you had advanced largely to contractors on certificates?—A. Not very largely.

Q. To what extent?—A. I think we had at no time over forty or fifty thousand dollars. That is as much as we ever had at any one time.

Q. You know the appropriation to which I refer. Will you state if you did not insist that Mr. Magruder should pay to you the entire in-

debtedness of every description from the board of public works, and from contractors, out of this money?—A. I insisted that the board should do as it had agreed to do, when we advanced the money with the understanding that we should be re-imbursed on the receipt of their first money from the Government.

Q. Then you did insist this should be done?—A. No, sir; it was not necessary to insist upon it. Colonel Magruder did it voluntarily and cheerfully, he recognizing his obligation.

Q. Will you explain why that money was appropriated to the payment of claims of the First National Bank and the Metropolitan Bank, to the exclusion of the Freedman's Savings-Bank?—A. I do not understand that that was done at all.

Q. Are you not aware of the fact that at the same time—at the time of which we are speaking—the Freedman's Bank had advanced very largely to contractors?—A. To contractors, but not to the board.

Q. I am not speaking of the board.

By Mr. HUBBELL:

Q. Let us understand. Did you insist that the amount advanced to contractors should be paid out of this money also?—A. No, sir.

Q. There is a misunderstanding. You only insisted that the amount advanced to the board should be returned?—A. I did not insist upon anything.

Q. Was that the understanding?—A. That was the understanding. The amount thus advanced was in anticipation of this appropriation, and when the appropriation was made it was returned to us, according to the understanding.

Q. That was the money you advanced to the board, not to the contractors?—A. To the board, not to the contractors, except, possibly, in some special cases.

Mr. CHRISTY. However, he did testify that upon certificates furnished by contractors they had advanced considerable sums of money.

Mr. MATTINGLY. Certainly; discounted their paper.

The WITNESS. We did not advance the money on their certificates. I want to draw the distinction. We loaned to our customers, and took the certificates as security. This was done with our regular customers, and in the regular course of business.

Q. But they were paid out of this money?—A. I do not know whether they were or not. I know there is a balance due the bank on account of these advances and loans.

Q. But these are recent transactions, are they not—long since March, 1873?—No, not long since.

Q. Were you not aware of the fact that there was a controversy in regard to this matter between the Freedman's Bank and other contractors; that there were payments made to the exclusion of contractors who were not favored?—A. No, sir; I heard nothing of it. I only know that, where the board owed more money than it had money to pay with, there would naturally be a contest as to who should be paid first, and the resulting complaints. That is all.

Q. Don't you know, in point of fact, that there was this controversy; and don't you know, in point of fact, that the Metropolitan Bank received all that was due to it, and the First National Bank got all that was due to it, to the exclusion of other contractors and the Freedman's Bank?—A. No, sir; I don't. I had a great many other matters to attend to in connection with the Government beside the mere detail

or the disbursements of money. That was a matter for the treasurer and the board to determine.

Q. But you do say that there are certificates still in the possession of the First National Bank that have not been paid?—A. I am not sure whether there are certificates or not—whether they are secured by certificates or not.

By Mr. WILSON :

Q. You were governor of the District at the time the \$1,240,000 appropriation was made, I believe?—A. Yes, sir.

Q. Did you assist in any way in making up the account upon which that appropriation was made by Congress?—A. No, sir; except to receive it. It was done by the proper officers of the Government.

Q. Did you procure, in any way, that account to be made up? Were you instrumental in having that account made out against the United States?—A. As a member of the board of public works, I was.

Q. Do you know who did the active duties in getting up that account?—A. That was done by the accounting officers of the board and the engineers.

Q. Did you examine that account after it was made up?—A. I did.

Q. Were you aware of the fact that there was work charged for in that account that had never been performed?—A. I was not.

Q. That the details of this thing you gave no attention to?—A. I had to rely upon the engineers—their measurements.

Q. Do you know how it happened that before that appropriation was made, the Superintendent of Public Buildings and Grounds had what purported to be measures of the work made?—A. Yes, sir; I know that fact.

Q. How did that come to pass; how did he happen to do that before the appropriation?—A. I thought you said after the appropriation.

Q. The appropriation was made on the 8th day of January, on the certificate of the Superintendent of Public Buildings and Grounds that he had made the proper measurements and approved the prices. &c., was two days after that. I presume he did not measure it within those two days—the \$1,240,000 worth of work. Mr. Samo has stated that he commenced his measurements anterior to the passage of this appropriation bill. Do you know how it came to pass that the Superintendent of Public Buildings and Grounds proceeded to make these measurements for the board of public works before this appropriation bill had passed?—A. I think it was his duty to have done so—to verify our claim against Congress, even if we received no appropriation.

Q. That might be your opinion, but it might happen to be that he had no authority to do anything of the kind. I do not propose to discuss that now. It is not proper that I should. I simply want to know, as a matter of fact, at whose instance the Superintendent of Public Buildings and Grounds made the measurements that were done for the board of public works prior to the passage of the appropriation bill.

Governor SHEPHERD. I can explain that in a moment. I do not think Governor Cooke is conversant with it.

Mr. WILSON. I would rather have Governor Cooke's explanation now, and hear yours afterward.

A. Governor Shepherd can explain that, for this simple reason, that was more immediately in his province as executive officer of the board.

Q. You say you do not know how that is?—A. No, sir.



G. A. WILCOX sworn.

By the CHAIRMAN :

Question. Do you know A. P. Kirtland ?—Answer. Yes, sir.

Q. When did you last see him ?—A. Wednesday or Thursday of last week.

Q. Where ?—A. He was at my house.

Q. How long was he at your house ?—A. I think some two or three hours.

Q. Is that the only time you saw him ?—A. That is the last time I saw him.

Q. When did you first see him before that time ?—A. About eight years ago.

Q. Did you see him on Tuesday ?—A. Yes, sir.

Q. Did you see him on Monday ?—A. I don't remember whether I saw him on Monday or not. I have seen him nearly every day.

Q. When did he come to this city ?—A. He came here about the 16th of April.

Q. He was here, then, at the time you were at Wormley's Hotel, and examined by Mr. Jewett and myself ?—A. I don't know ; I think own that he was ; but at the time I was there, I don't know whether he was in the city or not.

Q. Do you know when he came to the city ?—A. He came to my house one morning—I think it was the 16th of April. I could not state positively ; it was about that time.

Q. You exhibited to us on that day a letter written by him, and dated on the 16th of April ?—A. Yes, sir.

Q. He was at your house the next morning after that letter was written ?—A. Yes, sir ; I think so. I cannot tell exactly about the dates.

Q. That was last Friday, a week ago ?—A. No, sir ; I think it was in the early part of the week.

Q. The 16th was Thursday. You saw him on that day ?—A. Well, I could not give you the dates precisely.

Q. It was the 16th of April, was it ?—A. I could not give you that, precisely.

Q. Did you receive that letter the day after it was written, do you know—the letter you exhibited to us ?—A. I received it within a day or two after it was written.

Q. Then you had seen Mr. Kirtland in Washington before you saw us at Wormley's Hotel a week ago last night ?—A. Yes, sir.

Q. Did you see him on that day—Monday ?—A. Was it Monday ?

Q. Yes, Monday night.—A. When I went home I found him at my house.

Q. That night ?—A. Yes, sir.

Q. That was Monday night ?—A. Yes, sir.

Q. Did you see him the next day ?—A. Yes, sir ; I think so.

Q. Had you seen him the day before, on Sunday ?—A. No, sir.

Q. Do you know where he is now ?—A. No, sir.

Q. Why did you not say to Mr. Jewett and myself that night you had seen him in Washington only a few days before ?—A. That question was not asked me.

Q. I know it was not. You knew what we wanted of you that evening, I suppose ?—A. Mr. Kirtland was here, and at the time I was with you I had good reason to believe that he was in New York, from the fact that I had not seen him for several days ; and when I saw him last he told me he thought he should return to New York.

Q. You knew that the object of our inquiry that evening was to ascertain, if we could, where Mr. Kirtland was, did you not?—A. I suppose so.

Q. Did we not ask you if you knew where he was, and to tell us if you knew?—A. No; I do not think you asked me that question. The subject of that interview was in relation to his being in New York.

Q. Did he stay at your house afterward—over night?—A. No, sir.

Q. What hour of the day did he go to your house?—A. He came there, I think, about 8 o'clock in the morning.

Q. Did he breakfast at your house?—A. Yes, sir.

Q. How long did he stay there?—A. He was there all that day, I think. He might have been out during the day.

Q. He did not stay over night?—A. No, sir.

Q. At what time did he go away, during the day or evening?—A. I think between 8 and 9 o'clock; I walked down the street with him.

Q. In the evening?—A. Yes, sir.

Q. Where was he staying when here?—A. I did not know at that time.

Q. Do you know now?—A. Yes, sir; I knew where he stopped afterward.

Q. Where did he stop?—A. He stopped at the Washington Hotel, or Washington House. I do not know what it is called now.

Q. How many days was he here?—A. I think he was here eight or ten days.

Q. When did he leave?—A. I do not know.

Q. Do you know that he has left?—A. No, sir.

Q. What is your impression?—A. I think he has left.

Q. When did he leave?—A. That I could not tell you.

Q. Have you any impression as to the time?—A. I think the last I saw of him was Wednesday or Thursday.

Q. What did he say to you then about leaving?—A. He did not say anything about leaving. My expectation was that he would report himself to the committee for examination last Thursday.

Q. Mr. Wilcox, why didn't you inform some gentleman connected with this investigation that Mr. Kirtland was here?—A. After I was before your sub-committee, as I told you, I met Mr. Kirtland at my house. He told me then that he expected to be before the committee, but he desired to consult with some of his friends, or an attorney, he may have said—one or both—and that he then expected to come before this committee. That was my understanding of the conversation between us. He did not desire me to say anything about it; he preferred coming voluntarily to being summoned in any other way.

Q. What attorney was he to consult?—A. He did not tell me what attorney he was going to consult.

Q. What friend was he going to consult?—A. He didn't tell me that.

Q. He gave you the names of no persons whatever?—A. No, sir.

Q. Did any person visit him at your house during the time he was there?—A. Yes, sir.

Q. Who?—A. Mr. Storrs, of Chicago.

Q. Who else?—A. No one that came expressly to see him that I know of.

Q. Who did see him there?—A. All the members of my household, and other members there; Mr. Jerome and Mrs. Jerome, who have been with us for a year or so.

Q. Did Mr. George R. Chittenden see him there?—A. No, sir; not to my knowledge.

Q. Did he see him anywhere?—A. Not to my positive knowledge.

Q. What do you think about it ?—A. I think he did.

Q. You think they had consultation together ?—A. I think they met each other.

Q. Do you know where ?—A. No, sir.

Q. Do you know when ?—A. No, sir.

Q. Have you any impression as to where Mr. Kirtland is now ?—A. No, sir.

Q. You don't know whether he is in the city or not ?—A. I do not.

Q. Have you received any letters from Mr. Kirtland since last Thursday ?—A. Not since the one that I gave you, or about that time. It might have been before or after, a day or two.

Q. You have received no notes or letters from him since that time ?—A. No, sir.

Q. Have you any letters that you received from Mr. Kirtland with you ?—A. No, sir.

Q. None, except the one that you handed the sub-committee ?—A. No, sir ; I don't think I have. I might have at home or at my office, because I have frequently had letters from him.

Q. Did you have any conversation with Mr. Kirtland as to what his testimony would be or would likely be before this committee ?—A. I don't remember exactly. We have had a general talk about matters.

Q. What did he say to you ?—A. He said that Mr. Chittenden's testimony was a very fair statement of matters, and his testimony would not be in conflict with it. That was the substance ; not perhaps the words.

Q. Did he tell you that he had received notes to the amount of \$72,000 for his own benefit on the De Golyer and McClellan contract ?—A. No, sir.

Q. Or that he had not ?—A. He didn't tell me whether he had or had not received notes for \$72,000.

Q. Did he say to you whether or not he had received the amounts spoken of by Mr. Chittenden as having been paid to him, or did he say that somebody else shared in that fund ?

The WITNESS. Do you mean since he has been here this time ?

The CHAIRMAN. Yes, sir.

The WITNESS. No, sir, he did not tell me that.

Q. At any time, then ?—A. Heretofore we have had general conversations about various matters, and that also.

Q. Did he say he had shared any portion of that money with any one ?—A. He has told me that he did not have the benefit of all that money.

Q. Did he tell you who had ?—A. Not directly.

Q. Did he indirectly, so as to lead you to infer that any one had shared with him that money ?—A. I should prefer not to answer that question at this time, because there are other facts connected with it that I should like to explain.

The CHAIRMAN. The committee will adjourn to its private room, in order that the witness may be examined upon this subject, so that he will not be involved in any way.

The committee thereupon retired to the consultation-room and remained in session until a late hour in the evening, witnesses and parties in attendance being informed about half after five o'clock that they need not remain any longer, as the public session of the committee would be regarded as having been adjourned until 10 o'clock to-morrow morning.



THURSDAY, *April 30*, 1874.

At 10 o'clock a. m. the committee resumed its public session.

The reading of the journal was dispensed with.

Mr. MATTINGLY. We desire to put Mr. A. R. Shepherd on the stand to testify to two distinct matters, reserving his testimony upon other subject-matters to another stage of the case.

ALEXANDER R. SHEPHERD, heretofore sworn, examined.

By Mr. MATTINGLY :

Question. Please explain to the committee the circumstances connected with General Babcock's measurement, under the act of Congress making the appropriation of twelve hundred and odd thousand dollars.—Answer. As I said once to Judge Wilson, when he was cross-examining a witness, this estimate was made up in September of work which was contracted for and in progress, so as to be incorporated in our November report. The epizootic came on and some of the work was delayed and not done, but a good deal more than the aggregate was done. The House in the deficiency bill, which was introduced in December, inserted a clause appropriating \$1,240,000 to reimburse the board of public works for expenditures around Government property—around the property of the United States. That passed the House and came to the Senate, and I think it was on 23d of December it passed the Senate with a slight amendment—an amendment offered by Judge Edmunds, of Vermont, to this effect: That the prices paid, as well as the quantities of work done, should be approved by the engineer in charge of public buildings and grounds. The bill virtually passed both Houses with this amendment. The parties were clamorous for their money. The amendment could not be acted upon until the House met after the recess. After consultation with my brother members of the board, we addressed a letter to General Babcock reciting the facts, and asked him, in order to save time and make this money available for those who needed it, if he would not order his engineer to measure up the work before the meeting of Congress, so that there would be no delay when they met; which he did. Congress met, and on the day after their meeting they adopted this amendment; the bill was signed and the money was drawn at once. That is the whole history of that.

By the CHAIRMAN :

Q. When was this request made to General Babcock to measure?—

A. Just after the Senate adjourned for the Christmas holidays. The bill had passed both Houses with the exception of a verbal amendment which was to be concurred in by the House, and it was subsequently done.

By Mr. WILSON :

Q. In your answer, commencing on page 423 and ending on page 471, that is the measurement made by General Babcock, is it?—A. Yes, sir; I think so.

Q. Now, on page 441 you will find this reservation 17 that has been so often alluded to, that is embraced in that measurement?—A. It is in this bill.

Q. Had the board done any of that work?—A. Not to my knowledge.

Q. So that there is in that measurement work that was not done by the board of public works?—A. I think so.

Q. Are there any other items in there that you are aware of except reservation 17?—A. No, sir; none that I am aware of.

Q. But that one is an item that was not done by the board of public works, amounting to \$14,386.35?—A. That is my impression, sir.

Q. I do not care to take time now to go through this in detail, but I should like to ask some further questions on this subject. I simply called your attention to that one item now.

By Mr. STEWART:

Q. I should like to inquire right in that connection by whom that work was done?—A. I heard the surveyor testify—Mr. Forsyth testified that a part of it was done under the board of public works since they came in, and was settled for by the commissioners of the sinking fund for the District of Columbia. I do not know that to be the fact; he had the voucher for a portion of the work.

By Mr. WILSON:

Q. You have seen that flagging down there?—A. Yes, sir; I have seen the flagging.

Q. Could you say, from looking at that flagging, that any part of it was done by the board of public works?—A. I think not.

Q. You saw the character of the flagging—the quality of it?—A. Yes, sir.

Q. Would you think that 60 cents was a proper price for that old flagging that is lying there?—A. No, sir; I think it is an exorbitant price.

Q. Here are gutters at 55 cents.—A. I should think that was a large price.

Q. Is not that an exorbitant price?—A. I should think so; yes, sir.

Q. Here is grading at 40 cents that was done prior to the board; what do you think of that?—A. I do not think 40 cents is an exorbitant price for grading. It depends a great deal upon the nature of the grading.

By Mr. MATTINGLY:

Q. Please state the connection of the board of public works and of yourself individually with the De Golyer & McClellan contract—all the circumstances connected therewith.—A. The first intimation that I had of the De Golyer & McClellan contract, I think, was made to me by Mr. Huntington. If my memory serves me right he introduced Mr. Chittenden to me. I am not certain of that point. He said to me one day, in passing down Fifteenth street—he was standing on the steps of the bank—"What are you doing about contracts?" I think that was in February, 1872. Says I, "We are not doing anything; we are going through our annual investigation, and we do not propose to do anything just now." "Well," says he, "I have got a friend here for whom I want a contract." "Well," I said, "he will have to take his chances with the others, put in his proposition, and stand on his merits." I heard nothing further about this matter until after Mr. Huntington's death. Governor Cooke came to see me one day—I suppose it was a couple of weeks, probably, after Huntington's death—and said that Mr. Parsons, who was then marshal of the Supreme Court, and an intimate friend of his, had been to see him in reference to a contract which Mr. Chittenden, as an agent or partner of a firm in Chicago, was seeking for laying wooden pavement; he said that Mr. Parsons was acting as attorney for Mr. Chittenden, and was anxious that he should have a show. I told Governor Cooke that that was a matter to

be determined in the future; that Mr. Parsons and Mr. Chittenden would have to put their matters before the board and let the case be determined upon its merits as a pavement. I met Mr. Parsons in his office here one day. I went in with Governor Cooke, and this matter was talked over, and I made the same statement to him; and some time afterward Mr. Parsons with Mr. McClellan came before the board and presented their pavement, made a long argument in regard to its excellences, and quite exhausted the subject and exhausted the board. That was followed up by frequent pressures by Mr. Parsons, and General Garfield spoke to me about it once; said that Mr. Parsons had employed him to assist him in preparing a brief of the argument, or something of the kind, and he had gone into the pavement pretty thoroughly and was satisfied that it was a good thing. One of the arguments used, I recollect, was to the effect that we should give the West a show; that all our contractors were eastern men; and they were the largest paving firm in the West, who were prepared to do their work, who had done a very large amount of it, and that they should have an opportunity to put some down here.

Finally the board met, and after thoroughly considering the subject awarded a contract to De Golyer & McClellan. I have sent down for the letter-book from the office; it will be here in a few moments. The award was made by the full board and entered upon the minutes by the clerk, and the award made out by the clerk of the board. Mr. Chittenden said that it was delivered to him at my private office, which may have been the case, as frequently letters were sent up there for me to sign, and he may have come in and the letter may have been delivered to him on that day at my office. The work began. These parties were represented as being men of very large means and as men thoroughly competent to do their work. They had not gone very far before I came to the conclusion that their ability to do work had been misrepresented; that they were not men of means as had been stated; nor were they doing the class of work which we wanted done. They finished Pennsylvania avenue and Eighth street east late in the winter—in the spring of 1873, I think it was.

Then we demurred to giving them any more work on the ground that the people were dissatisfied with this pavement; and that representations had been made as regards the treating process, and generally were dissatisfied with it. We were importuned a very great deal by different parties representing this concern. Along last year, in 1873, Governor Cooke sent me one day a letter which he had received from Hon. J. R. Doolittle, as counsel for certain parties interested in this contract. If the committee desire it, I will read that letter. It is marked "private," but, as it is a public matter, I have no hesitation in reading it.

Governor Shepherd then read as follows:

[Private.]

RACINE, WIS., OFFICE 77 CLARK STREET, CHICAGO,  
August 16, 1873.

DEAR SIR: In the course of my professional business here, a friend and client residing near my son in this city has placed a very important matter in my hands, as his confidential counsel and adviser, and as it concerns the board of public works of the city of Washington, I have taken the liberty, from our friendly and social relations during times past, to write you upon the subject before the matter is presented in court or as made public. Thus far he has not mentioned any names or given any publicity except to his counsel in confidence. The gentleman to whom I refer is Mr. Robert McClellan, of the late firm of De Golyer & McClellan. On the 25th of June, 1872, the board



awarded to them 150,000 yards of wooden pavement, of the patent known as "De Golyer No. 2," wood to be treated by the Samuels process.

And also conditionally 50,000 additional yards, at \$3.50 per yard.

This was by resolution in writing upon the records of the board; and it was accepted by them in writing on the same day.

It was a contract binding upon both parties.

They erected works at an expense of nearly \$30,000, procured the lumber for the work, and have it on hand. But about 54,000 only have been put down. They have lost their time; paid large amounts of interest; if compelled to sell their lumber and works at Washington, will be heavy losers by thousands upon thousands of dollars, probably \$60,000 and upwards. This is the situation upon the surface. But there is an inside view of this matter, and which is by far the most oppressive upon my client.

In order to get the contract from the board of public works the contractors were compelled to pay in cash \$25,000, and to give their notes, payable to their own order, for \$72,500, or \$97,500—the price bargained for at first being 50 cents per square yard, or \$100,000, but finally fixed at \$97,500. Of those notes, one of \$2,500 and one of \$5,000 have been paid, making \$32,500 paid in cash, which is much more than 50 cents per square yard upon the pavement laid down. The notes were given to pay the 50 cents per yard as the pavement was laid down. But the board from time to time has declined to designate the streets to be paved, in violation of the spirit and letter of the contract, which contemplated the period of five months for the 150,000, and the other 50,000 the same season or the next.

Mr. McClellan protests to me that he was ready to stand by his word and pay the 50 cents per yard as fast as the pavement was laid, which was the understanding when he gave those notes to obtain the contract. But as the board have put him off with various unfulfilled promises to designate the streets from time to time, without designating them, he cannot and he will not pay any more of said notes; and his instructions to me are to defend the notes, if sued upon, and if not to file a bill to cancel them, upon the obvious ground that they are wholly illegal and void.

The letters, telegrams, and papers, shown me in confidence, confirming the statement of the parties in the transactions, seem to leave no possible doubt as to the consideration of these notes. It will be a most painful professional duty, but one from which I must not shrink. I deemed it, however, due to our former relations to say to you that I have personally no unkind motives toward any of the persons, living or dead, whose names are involved in this matter. I would have preferred to say this to you in person, and would be disposed to meet you half-way, and to give you any other information you desire. Could you meet me at Cleveland or at Cincinnati, or here, or elsewhere, and when?

Respectfully, yours,

J. R. DOOLITTLE.

Hon. HENRY D. COOKE.

To that letter I prepared the following answer, which was sent to Mr. Doolittle, signed by Governor Cooke:

BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA,  
*Washington, August 28, 1873.*

DEAR SIR: I am in receipt of your communication of the 16th instant, in which you state that "a very important matter," concerning the board of public works, has been placed in your hands as confidential counsel and adviser.

In reply, allow me to say that there is nothing in the De Golyer & McClellan contract which either I or any member of the board can possibly object to have brought before the public. The unsatisfactory manner in which the contract was performed, both as to work and material, virtually necessitated its abrogation; and if, on this account, your client feels aggrieved, there can be no objection, on our part, if he resorts for redress to a court of justice.

With respect to the transactions of that firm with other parties, the board have no information other than that which your letter furnishes—are in no way connected with or involved in them, and can therefore have no possible objection to their development before the courts. Permit me to assure you that, although much abused, the board rather court than avoid investigation, and that in prosecuting the case of your client, there is nothing which need interrupt the friendly and social relations to which you so pleasantly refer.

Highly appreciating the kind motives which induced your communication, I am, very respectfully and truly, yours,

H. D. COOKE,

*Governor District Columbia and President Board Public Works.*

Hon. J. R. DOOLITTLE,

*Chicago, Ill.*

About the same time I received this letter from Mr. Chittenden, marked "confidential," but as I did not treat it as a confidential letter, there will be no harm in putting it in the record.

[Confidential.]

364 MICHIGAN AVENUE,

*Chicago, Ill., August 25, 1873.*

MY DEAR SIR: It becomes my duty to inform you that within a week past facts have come to my knowledge which indicate that there is to be trouble ahead. Since the 10th of May I have had no communications (save once or twice) with McClellan & Jenkins. About one week ago Jenkins returned from Washington, and, after calling twice to see me, I called upon him, when, to my surprise, "he had become disgusted with Washington, had abandoned all idea of any more work there; that although repeatedly promised work, yet he was satisfied it was the intention of Mr. S. to give us no more work, and that he had determined to institute legal proceedings, and had accordingly put his papers in the hands of ex-Senator Doolittle, attorney, with instructions." I then asked Jenkins, "Have you indicated to Mr. S. your intentions?" His answer, "Not at all." I again asked, "Is it fair to Mr. S. to act in this manner until you have done so?" His answer, "It would be regarded as a threat on my part, and do no good."

Now, Mr. S., I ask of you the favor to extend this contract, and avoid impending trouble. Should you conclude to do it, send for me, and do it through me, and I will see that such disposition is made of all questions which may now embarrass action as that they never can arise again, or the contract shall not be extended.

Very truly, yours,

GEO. R. CHITTENDEN.

HON. ALEXANDER R. SHEPHERD.

To that letter I replied as follows:

BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA,

*Washington, August 28, 1873.*

DEAR SIR: I am in receipt this morning of your letter of the 25th instant. Although marked "confidential," I find that it really pertains to matters affecting the board of public works, against which you inform me McClellan & Jenkins have determined to institute legal proceedings. This intention, on their part, I confess, somewhat surprises me, for, considering the manner in which they performed their work, the board were more tolerant than, perhaps, was consistent with a due regard to duty. If, however, the suit is to be entered against us, we shall be most willing to have the case brought before the courts, and there fully and fairly tested.

Truly yours,

ALEX. R. SHEPHERD.

GEORGE R. CHITTENDEN, *Chicago.*

About the same time, a little after, I received a letter from Mr. Farwell, written in behalf of his constituents. I will state that these letters were written by Colonel Moore, my former partner, in my private office, at my dictation. This letter, which I will read, I think was written in September. I have sent down to get the exact date of it. It was written by Mr. Bassett, who was acting as my stenographer at that time. These letters were written by Mr. Moore, my former partner, and these copies are in his handwriting. This letter was sent me by Mr. Bassett a few days ago. He happened to have a copy of it.

JOHN V. FARWELL & CO., WHOLESALE DRY GOODS AND CARPETS.

*CHICAGO, September 2, 1873.*

MY DEAR SIR: Mr. McClelland, of the firm DeGolyer & McClelland, has called upon me and requested me to go to Washington to see you in regard to their contract or award for paving 200,000 yards of ironized (Samuels process) paving. His complaint is that he was required to pay fifty cents per yard for this amount, that he has paid \$32,000 in money and given his notes for the balance, (about \$66,000,) and that said notes are due and collection is pressed.

Mr. C. desires that the work be awarded him under the award so that he can pay these notes, or that the notes be returned to him.

Mr. C. does not claim that either you or any member of the board knew any-

thing about these notes or \$32,000 in money; but he does say that he was compelled to account in advance, at the rate of fifty cents per yard, for every yard of paving awarded his firm. It seems to me that Mr. C.'s request is a just one, (give him the work agreed upon or return him his notes,) and I write you this note that justice may be done him, feeling confident that if it is in your power that it will be done. I would see you in person rather than write you had I the time to spare.

Yours, truly,

C. B. FARWELL.

Hon. A. R. SHEPHERD.

The reply is as follows :

WASHINGTON, D. C., September 5, 1873.

MY DEAR SIR: I have your letter of the 2d instant, relative to certain statements made by Mr. McClellan, of the firm of De Golyer & McClellan, in regard to their contract for paving in this city, in which you state that they made certain payments to outside parties to secure the work. Of this matter the board knows nothing, and can take no cognizance. Had they known that such jobbery was going on, no contract would have been awarded these parties. As it is, the work which was done by them was of such an inferior nature, the material and process of treating so unsatisfactory that the board could not do otherwise than stop the work. It is no use for them to whine on account of such stoppage, as we have been very lenient and done the utmost in our power to help them.

I earnestly hope that these parties, if they have made any payments to outside jobbers, will recover it by suit, as I would like to see this class of cattle brought to justice.

Rest assured that anything I can do for yourself or friends, consistently, it will be my pleasure to perform; but I know you would not ask me to do anything that I could not do conscientiously as a public officer.

Yours, very truly,

ALEX. R. SHEPHERD,

*Vice-President Board of Public Works.*

Hon. C. B. FARWELL, *Chicago, Ill.*

I will state that I never knew of the existence of Mr. Kirtland or Mr. Calvin Brown until this testimony began. I will state further, that hearing a week or ten days ago, incidentally, that my partner, Colonel Moore, was acquainted with Mr. Kirtland, I went from here at the recess and questioned him in regard to his acquaintance with Mr. Kirtland. He told me at that time that he had known Mr. Kirtland while he was here—while this matter was under consideration; that he was in the habit of coming into the store; that he had been acquainted with him a long while, and that he had spoken to him in regard to obtaining a contract, and had made him certain promises. I said to Colonel Moore at the time "Why did you not speak to me and let me know that these parties were making you offers?" He said, "Well, I did not consider it was my place to say anything about it." I said to him then that I thought he had acted in bad faith toward me, and that he placed me in an embarrassing position, and one which I could not appreciate just at that moment. I heard nothing more of the matter so far as this Kirtland contract was concerned, except as has been stated to the committee by counsel; and night before last, upon hearing Colonel Moore's testimony, he came and told me what he had said to the committee; that he had a written memorandum made with these parties. I said to him that while it was the most painful thing that had occurred to me in my life our business relationship must cease, which it did this morning.

I have laid the matter before the committee, and I shall be glad to answer any questions that they may put to me. I have here the award in the letter-book. It is as follows:

BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA,  
*Washington, June 25, 1872.*

GENTLEMEN: The board have this day awarded you a contract to lay one hundred and fifty thousand yards of wooden pavement of the patent known as the "De Golyer



No. 2"—wood to be treated by the Samuels process—on such streets as may be designated, the whole to be completed within five months from this date. An additional amount of fifty thousand square yards will be awarded you so soon as the board are re-imbursed by the General Government on account of expenditures around public buildings and grounds, or you will be allowed to lay it this season if you can wait until an appropriation is made for this purpose, at three dollars and fifty cents per square yard.

Very respectfully, &c.,

ALEX. R. SHEPHERD,  
*Vice-President.*

Messrs. DE GOLYER & McCLELLAN, *Chicago, Ill.*

By the CHAIRMAN:

Q. Have you exhibited to the committee all the letters and papers connected with this De Golyer & McClellan contract so far as you know?—A. I think there are some letters from Mr. Chittenden, but nothing which hint at or have any relation to this matter.

By Mr. STEWART:

Q. Did you have any conversation with Colonel Moore about this contract at the time it was in progress of negotiation?—A. Never but once. I was going up the stairs at my store to my private office, and Colonel Moore came out from his desk, which is behind, and said to me, "There are certain parties here striving to get a contract." He mentioned the name Chittenden. "What are you going to do about it?" Says I, "I do not know anything about it; that is a matter for the board of public works to determine; they have not considered the subject yet." I think that was the only time he ever spoke to me about it. He may have spoken again about it, but it was in such a desultory way, and without any apparent purpose, that I took no notice of it at all.

By Mr. HUBBELL:

Q. Did you know before you heard of Colonel Moore's testimony here that he had at any time a written agreement or memorandum?—A. I did not. I had no conception of it.

Q. Please state to the committee, if you can remember, just the exact conversation which occurred between you and Colonel Moore at the time you called on him during the recess.—A. I said to him, "Billy, I have heard that you know this man Kirtland." Says he, "Yes. I know him." "Well," says I, "what do you know about him?" Said he—he went on to speak of his having been here in the war from 1862, an officer in "Scott's Nine Hundred;" that he was a clever fellow, and a friend of his; and I said then that he was mixed up in this Chittenden contract business. He said, "Yes, he is mixed up in it, and he wanted me to help him about it, and offered to give me part of the money." "Well," says I, "you did not have anything to do with it, did you?" Says he, "Not a thing." He went on, and made some general statement in regard to it, but there was no point in it that impressed me at the time.

Q. Did he tell you at that conversation that Kirtland had at one time offered him half of the notes?—A. Yes, sir; he told me that Kirtland had offered him some of the notes, but he declined to have anything to do with them.

Q. Did he say that Kirtland had offered him any money?—A. That I am not positive about. He had offered him some of the proceeds, but he said that he had declined to take it. He stated something to this effect: that Kirtland had said to him that he was going to sell the notes, and put the proceeds to his credit in New York, or somewhere else. I asked him if he had ever done so—if he had ever touched the money. He said he had not.

Q. Has Colonel Moore ever spoken to you about awarding contracts to other parties?—A. Never, to my knowledge.

Q. Was this letter of ex-Senator Doolittle to Governor Cooke the first intimation you ever had that notes had been given?—A. The first I ever heard of the transaction.

Q. Did you ever follow up that investigation to see to whom those notes had been given?—A. I had no means of following up the investigation. Mr. Chittenden was not here, and I had no means of finding out where the notes went to. I supposed that the matter would be ventilated in court. I was anxious that it should be, and acted in the manner I have stated to the committee.

By the CHAIRMAN:

Q. When did you first intimate to those parties that you would not permit them to go on with the contract?—A. About the time they were doing the work on Pennsylvania avenue—finishing up their work on Pennsylvania avenue east and Eighth street; which, if my memory serves me right, was along in December, 1872, or January, 1873.

Q. With whom did you have that conversation or interview?—A. I had it on their ground with their foreman, and, I think, with Mr. McClellan, and with everybody connected with it. I was not slow about expressing myself in regard to it.

Mr. MATTINGLY. I would state, Mr. Chairman, that I have here an abstract of journal entries of the board relating to this matter. The journal entries are as follows:

G. R. Chittenden, June 26, 1872: He requested that in contracts made with De Golyer & McClellan, article No. 4, which gives the board the right to suspend contract without any assignable reason, be stricken out, &c.—No. 4648, vol. 2, 1872; file.

August 24, 1872, (No. 8180, vol. 4, 1872,) he desired to know if the use of spruce instead of pine, by Messrs. De Golyer & McClellan, meets the approval of the board, and whether the same is as satisfactory as pine. August 28, 1872, he was notified by telegraph that spruce timber would be accepted, if properly treated and up to the standard, in fulfillment of contract of De Golyer & McClellan.—Journal A, 1872, page 493.

September 18, 1872, he forwarded an application for a contract to pave streets with wood, according to the De Golyer patent No. 2, to the extent of 200,000 square yards, pine or spruce, and stated the application is from De Golyer & McClellan, and is for further work, not interfering with that already awarded them.—No. 9275, vol. 4, 1872; file.

De Golyer & McClellan, May 14, 1872, made application for laying 150,000 square yards of wooden pavement, known as the "De Golyer No. 2."—No. 4483, vol. 2, 1872.

June 25, 1872, chief engineer was directed to prepare a contract with Messrs. De Golyer & McClellan, of Chicago, Ill., for laying 150,000 square yards of De Golyer wooden pavement No. 2, treated by Samuels's process, and to be laid on such streets as may be designated by the board; and to be completed in five (5) months; and an additional 50,000 square yards as soon as the board are reimbursed by the General Government on account of expenditures around public buildings and grounds, or they will be allowed to lay it this season if they can wait for an appropriation, at \$3.50 per square yard.—Journal A, 1872, page 321.

June 25, 1872, they accepted the contract, as above stipulated.—No. 4645, vol. 2, 1872.

July 17, 1872, ordered by the board that the roadway on Pennsylvania avenue, from First to Eighth street east, be paved with De Golyer wooden pavement No. 2, treated by the Samuels process, and that a contract be made with De Golyer & McClellan to lay the same at \$3.50 per square yard.—Journal A, 1872, page 383.

September 25, 1872, chief engineer was directed to instruct Messrs. De Golyer & McClellan to proceed at once to pave Eighth street east, from Pennsylvania avenue to navy-yard gate, with same style of pavement as laid by them on Pennsylvania avenue, from First to Eighth street east, and to afford them every facility to push the work to rapid completion.—Journal A, 1872, page 564: L. R., 9497, vol. 4, 1872.

October 2, 1872, they were requested to furnish a copy of the specifications of the De Golyer wooden pavement No. 2.—Journal B, 1872, page 6.

October 21, 1872, Joseph J. Campbell was appointed inspector to supervise the treating of De Golyer, No. 2, wooden paving-block at the foot of Fourth street east, and will

enter upon his duties at once, and see that the treatment is in accordance with specifications, and to reject all wood improperly treated.—Journal B, 1872, page 55.

October 30, 1872, they stated that they will have completed the paving of Pennsylvania avenue and Eighth street east within the next few days, and shall be ready to commence hauling block and gravel upon any new streets that may be assigned to them under their award by Monday, the 4th of November.—No. 11001, vol. 5, 1872.

November 1, 1872, they were notified in reply to the above, that inasmuch as great complaints are already made of work done by them, it is deemed inexpedient to award them any more until after their past work shall have been inspected, and they were requested to put their work in proper order at once.—Journal B, 1872, page 83.

November 25, 1872, they were notified that Pennsylvania avenue east is in a terrible condition, and immediate steps are requisite to prevent a disgrace to the board; and they were requested either to finish the work immediately in good order or relinquish the job; and to be done this week, or the board will be obliged to adopt a course that will be disagreeable.—Journal B, 1872, page 137.

January 4, 1873, contract clerk was directed to have Messrs. De Golyer & McClellan sign their contract for the improvement of Pennsylvania avenue and Eighth street at once.—Journal A, 1873, page 5.

January 7, 1873, they were notified, in reply to their request for \$4,000, (No. 13162, vol. 5, 1872) that the chief engineer reports that he examined the pavement on Pennsylvania avenue east, and regarded it as a bad job.—Journal A, 1873, page 11.

January 15, 1873, they were directed to produce satisfactory evidence as to the standing of their bondsmen from the United States district attorney.

January 23, 1873, chattel mortgage to the board for certain machinery for the preservation of wood, valued at \$40,000, which has been accepted in lieu of bond on their contract on Pennsylvania avenue and Eighth street east, together with power of attorney to J. S. Cook. Referred to Col. Wm. A. Cook, attorney.—No. 873, vol. 1, 1873. [Now in the hands of the committee.]

January 23, 1873, the superintendent of property was directed to take charge of, and store in some suitable place, the machinery for the preservation of wood conveyed to the board of public works by Messrs. De Golyer and McClellan, by chattel mortgage, dated January 16, 1873; and he was furnished with a schedule of said machinery.—C. L. B., vol. 1, 1873, p. 426.

March 18, 1873, they were directed to put their work done under their contract in complete order and condition before the 1st day of May next, and no new work will be awarded until this order is complied with.

May 31, 1873, they were directed to pave the intersection from wood pavement to the railroad-track from First to Eighth street east.—Journal A, 1873, p. 208.

By the CHAIRMAN, (to Governor Shepherd:)

Q. What did they say in reply to your statement to that at that time?—A. Well, they made a variety of excuses in regard to their work. The principal trouble with the affair was inefficient management. The matter was left here without any head.

Q. After Mr. Quinby came here and exhibited to the board of public works samples of work in Chicago, if I remember his testimony correctly, you then notified them that they could not lay any more pavement down?—A. We notified them that they could not lay any more pavement down treated by that process.

Q. What reply did they make to that statement?—A. They made several representations. Mr. Farwell stated that he came on to see about it; and they furnished certain information or certificates from Chicago. They sent a certificate from the board of public works of Chicago, stating that the pavement laid by them was in good repair, and was considered as good as any. I think that was in evidence. That was the best authority that we could have, and as the thing had been sold out, and they were very anxious to lay down the wood they had cut, the board concluded to let them finish up some streets.

Q. Did they make any representation to you in any of these interviews that it had cost them a large sum of money to secure this contract, and that therefore they ought to be permitted to go on?—A. I never heard of it until these letters came.

Q. You never knew from any source, until you received this letter from Judge Doolittle, that they had paid any person or persons any sum whatever for this contract?—A. I did not, so help me God.



Q. You supposed they would pay Mr. Parsons something?—A. I supposed they had paid his fee as an attorney.

Q. Did you know Mr. Page?—A. I did not. I never saw him, to my knowledge.

Q. He is of the firm of Dent & Page.—A. I do not know him, and have no knowledge of his identity at all.

Q. Did he speak to you about contracts?—A. Never, sir.

Q. Did you ever see the Rev. W. Colvin Brown?—A. I never knew of the existence of such a person.

Q. You never saw him?—A. I never saw him.

Q. Have you ever seen Mr. A. B. Kirtland?—A. I never have, to my knowledge.

Q. You do not know Mr. A. B. Kirtland?—A. I do not.

Q. You never saw such a man in your store?—A. I never did; that is, to recognize him. I may have spoken to Mr. Kirtland as I speak every day to people that I do not know, who are introduced to me; but it is something that does not affect me at all.

Q. Were you in the habit of being at your store during the spring of 1872?—A. I was there every day.

Q. But never saw Mr. Kirtland there?—A. I never saw Mr. Kirtland.

Q. Nor Mr. Brown?—A. No, sir.

Q. Did you ever see Mr. Chittenden there?—A. I have seen Mr. Chittenden there several times.

By Mr. MATTINGLY :

Q. State the location of your office at the store.—A. My private office is on the second floor. The store-office is on the first floor. I go up stairs to my office. I suppose Mr. Chittenden was at my place—well, a good many times; I would see him loafing about the place; he would come up to my door and speak to me.

By the CHAIRMAN :

Q. When you are at your own store, are you generally in your private office?—A. Always.

Q. Where does Colonel Moore stay there?—A. Just below, in the lower office.

By Mr. STANTON :

Q. At the end of the store?—A. At the end of the store.

By the CHAIRMAN :

Q. He had charge of your books, had he?—A. Yes, sir.

Q. Then he was not in the habit of being in your private office?—A. He was not there once a month, without I sent down for him.

Q. Did Colonel Moore ever speak to you about this contract of De Goyler & McClellan?—A. Never, except in the way which I have spoken of a few moments ago. I said that one day I was going up the stairs to my private office, and had come in from the country; Colonel Moore came out from his desk and hailed me, and said to me, "Aleck, Chittenden is here, applying for a contract for De Golyer & McClellan." I said "Yes." "Well," said he, "are you going to give it to him?" I said, "I do not know anything about it; that is a question the board will have to determine; the thing must stand on its merits." He said, "Have you considered it?" I said, "Samples have been put in, and an argument has been made in regard to the case, but I do not know what is going to be done about it." That was all that passed. It was just

such a conversation as that is. He did not press it, or say anything except "They are bothering me," or something of that kind.

Q. That is the only interview you had with Mr. Moore on that subject?—A. I think that is the only time he ever spoke to me on the subject. He may have spoken again, but it was in such a purposeless way that it did not attract my attention at all.

Q. It made no impression on you?—A. No, sir.

Q. At the time Mr. Parsons made his argument before the board of public works, were you present?—A. I was.

Q. That was an open, public argument?—A. An open, public argument.

Q. In a regular session of the board?—A. Yes, sir; I think that the same pavement and process had been argued before by a gentleman who testified here, Mr. Nickerson. He testified in regard to the same thing.

Q. At that time you did not see Mr. William Colvin Brown at the meeting of the board?—A. I did not know him.

Q. You did not recognize him?—A. I did not recognize him at all.

Q. You had no intimation from any source that Mr. Moore was interesting himself in this contract?—A. I had no intimation from any source, nor had I any such idea. If I had I should have put my foot on it very quickly.

Q. When did you first learn that Colonel Moore knew Mr. Kirtland?—A. The first intimation that I had was in this committee-room, the morning after Mr. Chittenden got through testifying. It was said that Mr. Moore was acquainted with Mr. Kirtland. I went down, as I said to you, and questioned him in regard to it.

Q. Did he leave the impression upon your mind at that time that he had been aiding Mr. Kirtland?—A. Well, he left this impression: that this man had been badgering him to help him to get a contract, and had offered him certain moneys, but he had treated it as a joke; that he had not considered it as a sober reality; he had not considered it in that way. He said the man brought him the notes, and he laughed and told him that he did not want any notes; that if he had any money it would be a different thing; and then this man said he was going out to sell the notes, and would deposit a certain amount to his credit; and Moore said, "Well, when that is done, that is a different sort of thing," or something of that kind, just in that off-hand manner. I had no idea that there was any plan, or had been any arrangement between these parties, and I will state the reason: Colonel Moore is a man who is known to be a man of the world, thoroughly acquainted with business affairs. He was the private secretary of Senator Cameron, of Mr. Stanton, of Andrew Johnson, and was my life-long friend, and my school-companion, whom I took out of the Army and gave an interest in my business on account of his wonderful business qualities. He is the last man in the world that I supposed would have tolerated a proposition of the kind, and I cannot account for it now that he should have done so, knowing the position in which he stood to me, and the position in which I stood to the public.

Q. You knew that Mr. Kirtland was here last week?—A. I heard that he was here; I did not see him; I never saw him in my life. You know I heard in a confidential way that he was here, and gave you an intimation, as we walked up the avenue, that Mr. Kirtland was in the city, hoping that he would be brought here. I stated to you, if you recollect, that I hoped he would be brought here.

The CHAIRMAN. You stated to me, governor, that he had been seen by George Alfred Townsend.

The WITNESS. Mr. Harrington stated that.

The CHAIRMAN. He stated that he had been seen by George Alfred Townsend, and that you were pursuing him, or endeavoring to find him.

The WITNESS. I had him watched, sir.

The CHAIRMAN. I desire to say in that connection that the committee at once placed our sergeant-at-arms on the track of Mr. Kirtland. The same day I communicated the information to the Sergeant-at-Arms of the Senate, and he undertook to find Kirtland and failed, bringing back word to us that he was not here.

Q. (To Governor Shepherd.) Do you remember when it was that you made that statement to me ?—A. I do not recollect the day, sir.

Q. You had the impression that we wanted Mr. Kirtland ?—A. I knew that you wanted him. I knew that I wanted him. I did not suppose it was possible that he could get away without coming before this committee.

Q. When did you next hear of Mr. Kirtland ?—A. I do not exactly get the connection, sir.

Q. You say you informed me that Colonel Kirtland had been seen by George Alfred Townsend; was that all you had ever heard of Colonel Kirtland ?—A. I did not say that to you. Mr. Harrington stated that to you. I stated that I understood he was in the city. It was as we walked up the avenue.

Q. Did you ever hear of Colonel Kirtland after that ?—A. No, sir; except in the way the committee know of, through my counsel.

By Mr. WILSON :

Governor Shepherd, I think it is due to the chairman of the committee that I should ask you a question or two in regard to this matter. You state that in a conversation where you and Mr. Allison and Mr. Harrington were walking along the avenue together, you intimated to him that George Alfred Townsend had seen Colonel Kirtland in this city.—A. I did not intimate it to him; Mr. Harrington did.

Q. Mr. Harrington did it in your presence ?—A. Yes, sir.

Q. The chairman has already stated what action the committee took to try to find Mr. Kirtland. You also say you knew the committee wanted Kirtland.—A. Yes, sir; I knew that.

Q. That the committee had been making some vigorous efforts to secure his presence, and you say you wanted him also ?—A. I did want him.

Q. Did you know that your counsel had had a private interview at one of the hotels in this city with Kirtland ?—A. My counsel told me so.

Q. Then, if you desired him, and knew that the committee desired him, why did you not take some steps to have him subpoenaed ?—A. Simply for this reason: it was given me in confidence by my counsel. I would not break my word for anything. It was not my business to bring Mr. Kirtland here. He was summoned by the opposition. He was here as a prosecuting witness. I gave the hint. That was as far as I could go, and probably further than I could go; probably further than I ought to have gone. I gave the hint in such a direct way that he was here.

Q. You deemed his presence desirable for yourself, did you not ?—A. I did, and I do now.

Q. And knowing that the committee was so desirous to get him, and you being so desirous, if you have any other reason to give why you did not have him subpoenaed, I would like to hear it.—A. I have simply



this reason, which every man of honor will appreciate, that my counsel said that he had pledged his word to Mr. Kirtland not to divulge his presence, and he transmitted that knowledge to me under that same pledge.

Q. After you had learned that Mr. Kirtland and your counsel had been together in this city, did you give any hint of that to the chairman or to any member of the committee?—A. I merely stated that I understood that Mr. Kirtland was in the city.

Q. Was that before the statement had been made that he had been seen by George Alfred Townsend or afterward?—A. That is about the time, I think.

Q. Was it before or after?—A. That I do not know, sir; I do not recollect the date; I did not fix it.

Q. Did you at any time make a statement to the chairman of this committee, or to any member of the committee, other than you have already stated?—A. No, sir; none at all.

Q. So far as you know, the committee had no information of these interviews until they had procured them by their own investigation?—A. None at all, sir.

Q. When did you first know that the committee had ascertained that your counsel had had a private interview with Mr. Kirtland in this city?—A. Well, it occurred in this way—

Q. When did you first learn that?—A. It was the evening Colonel Moore was examined here; the evening you held your secret session. The way in which it came about was, that we were going down the avenue—Mr. Mattingly and myself—and stopped at the store, and Colonel Moore said he had been subpoenaed to come here, and then he subsequently came up and told me what he had done.

Q. Where did he give you that information?—A. Which information?

Q. The information as to what he had done—as to what he had testified to here.—A. At the club-house.

JOHN R. FRENCH sworn and examined.

By the CHAIRMAN:

Question. Are you Sergeant-at-Arms of the Senate?—Answer. Yes, sir.

Q. Did the chairman of this committee communicate to you at any time the fact that Mr. Kirtland had been seen by George Alfred Townsend?—A. Some one did; I cannot say now that it was the chairman. Some one communicated that fact to me.

Q. Upon that communication being made to you, what did you do?—A. I sent Mr. Christy to see Mr. Townsend and follow up the lead.

Q. What was the result of that investigation?—A. He came back and said that it was another man—I forget the name—who looked like him, and was not the man.

Q. What instruction did I then give you, either the day that report was made or the following day, with reference to what should be done to procure the attendance of Mr. Kirtland in this city?—A. I cannot say specially, but you urged me to work the matter up as sharply as possible.

Q. Did I not ask you to procure such detective force as you could find in this city, either in your own employ or the employ of others, and pursue Mr. Kirtland, because I believed he was here?—A. Yes, sir. You impressed that every time that we had an interview, that you believed he was in the city.

Q. Did I not state that to you from day to day, from the time that I

first gave you this information, up until it was first discovered that he was here?—A. Yes, sir; every day, I think; every time that we had any conversation; I think every morning.

Q. Did I not, in addition, instruct you to send one of your officers to New York, and to employ a detective there and procure Mr. Kirtland?—A. Yes, sir.

Q. Did you do so?—A. Yes, sir.

The CHAIRMAN. I desire that all people should know that the chairman of this committee in no way was attempting to conceal the fact that Mr. Kirtland was a necessary witness, and that he was somewhere, in reach of somebody.

Mr. MERRICK. I presume all men know that without assurance.

The WITNESS. Not only at New York, but at other points, by your orders, detectives were employed.

Governor SHEPHERD. Mr. Chairman, you do not understand me as throwing out any such idea?

The CHAIRMAN. I wanted all the facts to be known in reference to the matter.

Governor SHEPHERD. On the contrary, you expressed yourself in the strongest terms every day in regard to the matter.

The CHAIRMAN. I merely wanted, in connection with that statement, to show that I acted upon every information, and every intimation, that has been given to me with reference to Mr. Kirtland.

Mr. MERRICK (to Governor Shepherd.) Which of your counsel was it that had this private interview with Kirtland?

Mr. MATTINGLY. I had it. I have already detailed it to the committee.

Mr. MERRICK. Yes, but it has not been detailed in public.

Mr. WILSON. The committee is in possession of all the facts already.

Mr. MATTINGLY. I desire to state this in this connection—I do not remember whether I stated it to the committee or not: when I saw Mr. Moore I authorized him to state to the committee that I had seen him and had this interview.

By Mr. WILSON, (to the witness:)

Q. What efforts did you use here in the way of trying to find Mr. Kirtland after this information was given you by the committee?—A. I employed several of my own men, and went to the city police and had the detective force here employed.

Q. And you gave the city police information?—A. I communicated with them daily.

Examination of Governor SHEPHERD resumed.

By Mr. WILSON:

Question. That is a copy of the award? [Referring to award already in evidence.]—Answer. Yes, sir.

Q. Why was it that an award was given to this firm to lay 150,000 square yards of wood pavement without indicating any street upon which it was to be laid?—A. The board had not determined at that time what streets to lay it upon. Those folks stated that it would take some time for them to get their machinery and appliances here, and it was thought best to have them here ready to go on with the work before the street was given to them.

Q. Until the board had determined upon what streets they would lay wood pavement, what was the occasion of letting a large contract to parties to lay wood pavement at all?—A. Simply to get the material here

ready to go to work. At that time, in June, the season was advanced and the representation was made by these parties that it would take them two or three months to get their lumber and apparatus here and, get ready to treat the wood and go on.

Q. These contracts for wood pavement carried with them 2 feet of grading, did they not?—A. Yes, sir; that was the general understanding of it. About these two feet of grading, if you will let me explain, it seems to me that there is a misapprehension in the minds of some persons. You recollect the old dirt streets were humped up in the center. In some places they were 3 feet above the crown of the street—the dirt of the street was 3 feet above the curb. These two feet of grading were intended to apply to the leveling of this crown; so that in putting down the pavement when the grade was unchanged, the leveling off of the street was intended to be covered by this clause. In some places there were two feet, in some places six inches, and in some places nothing.

Q. Whenever there were two feet it was to be done?—A. Whenever there were two feet of grading under this contract.

Q. And it was necessary, therefore, that the earth, or whatever it might be, should be carted away if it was rounded up too high there—was too much earth there?—A. If it was rounded up too high, with the ravines that we used to have, a large portion would have to go into the gutters to fill up.

Q. That had to be done whenever there were two feet of grading?—A. Yes, sir.

Q. Now, in this particular contract, one of the streets that was designated upon which the pavement which is embraced in this contract was to be laid was Pennsylvania avenue, from First to Eighth street east?—

A. Yes, sir.

Q. That work had already been let to Mr. McNamara, had it not?—A. Yes, sir.

Q. And there was to be a macadamized pavement put there?—A. Yes, sir.

Q. Why was that changed?—A. On the petition of the property-owners on that street.

Q. Then there was a very large amount of grading on that street, was there not?—A. Very heavy cuttings in some places.

Q. Inasmuch as there was a large amount of grading to be done there and that grading was all being done by McNamara, for the purpose of putting down macadamized pavement there, why was it that there was not a deduction made from this wood pavement contract on that street on account of that grading?—A. Well, I did not know that it had not been done until you brought out the fact. I supposed it had been done.

Q. It seems that it has not been done?—A. No, sir; it has not been done, so the engineer testified here—Mr. Barney.

Q. Why was there not some stipulation made in that contract so that there would be saved to the property-holders the expense of those two feet of grading?—A. There is a clause in the contract. The trouble was with the engineer in measuring up there, that he did not deduct their work.

Q. One man had a contract for the grading, and another man had the contract for the paving?—A. Yes, sir.

Q. When the engineer went and measured up for the man who had the grading, he could not deduct anything from him?—A. No, sir; but he could deduct it from the wood pavement man, which he ought to have done.



Q. When he was sent out to measure for the wood-pavement man he had to measure according to the contract?—A. The contract provides that there shall be two feet of grading.

Q. But where there was grading necessary to be done, then that was to be deducted; but if there was no grading to be done, there was to be no deduction. Now, in this case the board had already done grading, therefore there was no grading to be done, and consequently the engineer could not deduct it from this wood-paving contract, could he?—A. I do not think you get my idea, or I yours. I say that the engineer in making these measurements of wood pavement—it was his duty if the contract provided that two feet of grading were included in the price at which this wood pavement was let, to deduct that amount in making up the final measurement for the wood pavement.

Q. Exactly, sir; but you will see that the engineer could not be responsible for a thing of this kind. Your statement, if I understand it, is that where there were two feet of grading to be done, the man who put down the wood pavement was to do it. If it was not to be done, he was not to do it. Now, you having already done this grading by another contract, there was no grading to be done. It was already prepared for this wood pavement. Now, how could the engineer, therefore, be justifiable in deducting any grading on account of this contract?—A. Why, the same engineer measured both. The work was going on simultaneously, and he was thoroughly familiar and conversant with the whole work; gave the pegs and everything of that kind on the road.

Mr. THURMAN. The real point, it seems to me, is this: Why was there not a provision inserted in the contract that where there was to be no grading by De Golyer & McClellan there would be a deduction of what it would cost to grade two feet? Why was not that provision put in the contract itself?—A. I do not know why that was. The contract was prepared by the engineers, after considerable thought as to the form, and they were followed out in every essential particular.

Q. Was this general provision in all these pavement-contracts, that the contractor was to do, if necessary, two feet of grading?—A. Yes, sir.

Q. That applied to all contracts?—A. Yes, sir; it was a general rule.

Q. How did the board arrive at an estimate that there should be an average of two feet of grading?—A. Simply from the contour of the streets. You recollect the old style of streets were heaped up in the center; and it was thought the engineers had the idea that in most instances it would average two feet of leveling off.

Q. That would depend on the length of a street. A contract might be between some streets which, take such a distance along a street, there will be scarcely any grading at all. Take, for instance, F street from Ninth or Tenth to Fourteenth or Fifteenth streets—was there anything like 2 feet of grading on that?—A. Yes, sir; there was 4 or 5 feet of cutting at Thirteenth street. There was also a cutting in the square below. There was a cut at Tenth street also.

Q. Were there not streets in which there was nothing like 2 feet of grading?—A. I doubt very much if there were any streets that the leveling off, grading, trimming, and getting ready for paving would not amount to as much as 2 feet of grading.

Q. When the board of public works was organized, of course it took into consideration what improvements should be made in the District?—A. Yes, sir.

Q. Did you employ engineers to make topographical surveys and report to you a general plan of improvements, including both sewerage and paving?—A. The board of public works at that time—Mr. Mullett

was the engineer of the board—made up a schedule of certain improvements, assisted by Mr. Forsyth, which they were of the opinion were most needed, best adapted, and submitted them to the legislature. The legislature acted upon that and made an appropriation, what is called "the four-million loan," putting in the provision that the work should be done in accordance with this estimate so far as might be practical and consistent with the public interest in the opinion of the board, leaving it discretionary with them. We changed those improvements, as I said before, very greatly by reducing the width of the streets, narrowing them down so as to put in a better roadway than we could under the estimates already submitted, most of which were macadam.

Q. Yes; I was aware of that. But the question I ask is whether there was any general survey of the District or of the city of Washington made by an engineer so as to report to you a plan for the improvement of the District by sewerage and by paving of streets and avenues, fixing the grades, and making a general plan that was to be worked up to in making these improvements?—A. The grades, most of them, had been fixed by Randolph Coyle, formerly surveyor of the District, and most of the grades which have since been carried out were the grades established by him. For instance, the grade at F and Seventeenth streets is practically the grade established by him. These grades around the Post-Office here were grades long established, but never had been carried out. We had these grades, as established, to work upon. We have changed them to conform with what we thought was right, and I think that we have made very good disposition, so far as the grades of the city are concerned.

Q. Then I understand you that you relied upon the old grades as established by Mr. Coyle, and did not have any topographical survey made so as to prepare a general plan of your own?—A. We did for the sewerage—yes, one of the most complete things that ever was gotten up.

Q. Who made the survey?—A. General Green, our former engineer—a thorough system of sewerage, thoroughly planned out. I showed it to two members of the committee who were down there the other day.

Q. He prepared the plan for that?—A. Yes, sir.

Q. A topographical survey?—A. A topographical survey.

Q. But no one prepared any such general plan under your direction for the improvement of the streets and avenues?—A. There was no plan necessary; the streets were there.

Q. I ask the question whether any such thing was done or not?—A. Every street was mapped out and planned before we began to work upon it.

Q. But you relied upon the surveys that had been made by Mr. Coyle?—A. They were the ground-work of our plan.

Q. Did you direct any cross sectioning of this work to be done before the contractors were allowed to go at the work?—A. In every instance it was ordered. Mr. Mullett was very strict about that, and the board followed his suggestion. In every instance they were ordered to have a cross-section.

Q. Why was it that that cross-sectioning did not take place?—A. I think it did in most instances.

Q. You heard Mr. Forsyth's testimony, did you not?—A. Yes, sir; but the old man lost his head.

Q. Where are the evidences of that cross sectioning?—A. In the office, sir; a great many of them; hundreds of them.

Q. They are not here, are they; not in the committee-room?—A. I do not think they are.

Q. Can you have those hunted up for us?—A. I will do so, sir.

Q. Who was your chief engineer?—A. General Greene was the first chief engineer.

Q. How long did he serve?—A. He was quite an old man, and not fitted for executive duties. He served several months, and then prepared this plan of sewerage—got it up under contract with the board.

Q. How old a man was he?—A. I should judge he was a man of seventy-odd years.

Q. Who succeeded him as chief engineer?—A. Mr. Mullett, I think, acted as chief engineer for a long while.

Q. Do you mean Mr. Mullett who was a member of the board?—A. Yes, sir.

Q. Mullett, the Treasury architect?—A. Yes, sir.

Q. Mullett did not go into the field himself, did he?—A. Well, he had his assistants, you know, and did his work on paper.

Q. Who were his assistants?—A. Mr. Forsyth was one, Mr. Oertley was another, and a man by the name of Partridge and a man named Chennoweth. There were several of them.

Q. Did Mr. Mullett act in his capacity as engineer merely as a member of the board, or had he a salary as engineer?—A. No, sir; he acted as member of the board; he was assigned to that duty as engineer, I think.

Q. Without any additional pay?—A. I do not think he ever received any pay, sir. The treasurer informed me that he did receive some pay.

Mr. MAGRUDER. He got no pay as a member of the board, however.

Mr. THURMAN. Members of the board have pay, do they not?

Mr. MAGRUDER. Yes; but he was cut out by a rule of Congress. Mr. Farnsworth put a clause in which cut him off.

Mr. THURMAN. He was paid as engineer, then?

Mr. MAGRUDER. Yes, sir.

Mr. THURMAN. Do you remember at what rate he was paid as engineer?

Mr. MAGRUDER. No, sir; I do not. I think he got about \$5,000 for all his services.

By Mr. THURMAN, (to Governor Shepherd:)

Q. Was Mr. Mullett a civil engineer or an architect?—A. Both, sir; and a remarkably able one, I think.

Q. How long was Mr. Mullett in the board?—A. He must have been in nearly two years.

Q. Who was his successor?—A. He was succeeded by a man from Cincinnati, named R. C. Phillips, who was engineer for a while. He was city engineer of Cincinnati.

Q. I mean who succeeded Mr. Mullett as a member of the board?—A. Mr. Mullett did not retire from the board at that time, he merely relinquished the engineership, and remained as consulting engineer.

Q. Is Mr. Mullett a member of the board now?—A. No, sir; he resigned.

Q. Who succeeded him?—A. Mr. Cluss was put in his place.

Q. Mr. Phillips succeeded him as engineer, you say?—A. Yes, sir.

Q. How long was he engineer?—A. I should judge he was engineer for twelve months.

Q. Who made the estimates upon which payments were made to the contractors? What was the mode of auditing contractors' accounts—of



ascertaining how much work he had done and what was due him?—A. The contractor made application to the board—to the vice-president of the board for a measurement. It went from the vice-president of the board to the engineer, with instructions to measure up the work. It was then forwarded, he keeping a transcript of it, to the auditor of the board, who settled the account upon the measurements made by the engineer.

Q. And approved by the vice-president?—A. The account did not go to the vice-president for approval.

Q. Then the auditor paid upon the certificate of the engineer?—A. The auditor paid upon the certificate of the engineer—no, sir; the auditor did not pay. The engineer made the measurements, the auditor settled the accounts, and the treasurer paid.

Q. But the auditor allowed the account and gave the warrant?—A. Yes; he gave his warrant or certificate for it.

Q. On the treasurer?—A. Yes, sir.

Q. Upon the estimate made by the engineer?—A. Yes, sir.

Q. There was no revision of the engineer's work or of his estimates by any member or committee of the board of public works?—A. Well, we had a committee appointed for that purpose, but after acting for a while they found that it was no use; that the matter had to be acted upon by the chief engineer, who had the revisory power. The assistant engineer made up the measurements through the levelers; then the levelers reported to the assistant engineer the measurement. The assistant engineer made up the computation, and submitted it to the chief engineer, who went through it; and after he was satisfied with it he indorsed it and sent it down to the auditor.

In reference to a point which you spoke of a moment ago, as to who made up these various estimates, I would say there were about 2,200 measurements altogether, of which about 1,400 were made by Mr. Barney, about 500 by Mr. Forsyth, and some 200 or 300 by Oertley. I had the other day, for curiosity, a tabulated statement made up as to how the measurements were made. Mr. Barney made about 60 to 70 per cent. of all the measurements.

Q. Who was Mr. Barney?—A. He is one of the assistant engineers of the board, and a remarkably accurate man.

Q. Then an auditing committee was at first appointed by the board?—A. There was a committee appointed for that purpose.

Q. Who composed that auditing committee?—A. I forget who they were; it is a matter of record.

MR. MAGRUDER. It was Mr. Brown and Mr. Mullett.

THE WITNESS. Yes, that was it.

MR. THURMAN. But they soon ceased to act.

THE WITNESS. Well, they found that they could not do anything; that there was nothing for them to do; the thing had to go through so many hands that there was no possible chance for mistakes.

Q. Are these surveys of Coyle, by which he fixed the grades of the avenues and streets of Washington, in any book-form in your office?—A. O, yes; they are in the surveyor's office—the original plat-book. Mr. Forsyth was his assistant; he has them as surveyor. I will produce that book.

The committee then took a recess until 2 o'clock p. m.

2 O'CLOCK P. M.

The committee reconvening, the chairman said:

I might say that the committee desire at some future time to examine Governor Shepherd more in detail upon these several matters; but for

the present the committee have no further questions to ask him. We propose that the governor shall take the stand hereafter.

I would like to ask Governor Shepherd a single question.

Q. You spoke of Mr. Forsyth having been Mr. Coyle's assistant. Do you know whether Mr. Forsyth has been connected for a long time with different administrations in relation to the improvement of the streets?—A. Mr. Forsyth has been virtually in charge of that under the old corporation for quite a number of years. I think he was displaced under Mr. Bowen.

Q. For upwards of twenty years, has he not been, in some way, connected with that department of the city government under successive administrations?—A. He has.

Q. And the information of which he has become possessed, by holding this position for that long period of years, was found to be, I suppose, of some service to the board?—A. Found to be of great service.

By Mr. CHRISTY:

Q. At the time that Mr. Forsyth was employed by your board, were you aware of the fact that he had controversies with preceding administrations growing out of inaccurate measurements?—A. No, sir; I do not think that such is the case. He is a natural-born controversialist, and it would be strange if he was not in hot water most of the time. But I will say this for Mr. Forsyth, I have found him a very efficient and very honest officer, and I have watched him narrowly for the last three years.

Q. Were you aware of his want of system in ascertaining the condition of streets prior to the beginning of work under various contracts?—A. He had a system of his own. It was not what I would call systematic, but in the main he came out in almost every case right.

Q. Is it not true that Mr. Barney introduced a system which is much more complete, and perfect, and satisfactory, after his connection with the board?—A. Yes, sir. Mr. Barney had a better education than Mr. Forsyth. I think Mr. Forsyth's strongest point is his experience and his long connection with city affairs. It gave him knowledge that no one else possessed. Mr. Barney is an excellent engineer and an educated man.

Q. If there were these controversies growing out of mistakes made by Mr. Forsyth, you were not apprised of them at the time he was employed by the board?—A. No, sir. I know that he had the confidence of most of the mayors.

Governor SHEPHERD. The papers Judge Thurman called for are here. Mr. STEWART. Judge Thurman will be here in a moment.

BENJAMIN F. MEEDS sworn and examined.

By Mr. STANTON:

Question. Were you the auditor of the board of public works in 1871?—Answer. I was.

Q. Will you state whether or not the bids which were invited by the board of public works were referred to you and the engineer of the board?—A. They were.

Q. As the auditor of the board of public works, they were referred to you, yourself, and the engineer?—A. Yes, sir.

Q. For what purpose?—A. For schedule and classification.

Q. Was such a schedule made?—A. I made one.

Q. Have you it with you?—A. It is among the records here. This schedule was signed by me and General Greene, who was the engineer of the board. These bids were referred to myself and the engineer for

classification and schedule. I had the original bids and classified them with the names of the bidders, numbering them, and noted as to whether they had deposited their thousand dollars or not, and the form in which they bid for these various items. I have that schedule tabulated with the different classes of pavement; for instance, there is the concrete, per square yard, giving the number of bids, the aggregate of the bids, and the average of the bids.

Q. Have you made a note of comparisons between the average prices included in these bids and the rates as fixed by the board?—A. I show that comparison here on this classification.

By Mr. STEWART:

Q. For what purpose did you make this classification which you speak of?—A. To comply with the order of the board when they referred these bids to me for specification and classification. There were thirty, forty, or more bids, and they wanted them presented in a tabular form in order that they might make a comparison of the bids with the view to determine prices. I classified all the bids opened September 1st, for all kinds of pavement. The following is the classification to which I refer, omitting the names of the parties in this statement that I have here. This classification gives the description of pavement, the number of bids, the character of bids, the average of the bids, and the board prices adopted September 14, 1871.

The witness then read as follows:

*Summary of bids opened September 1, 1871, as compared with board prices.*

MACADAM PAVEMENT, PER SQUARE YARD.

Description.	No. of bids.	Aggregate of bids.	Average of bids.	Board price adopted September 14, 1871.
Macadam, as per specification.	27	\$45 13	\$1 67 4-27	
Ordinary, including grading.	3	5 40	1 80	
Ordinary, Telford road.	1	5 73	5 73	
Bluestone:				
Not exceeding 12 inches	1	1 29	1 29	
Not exceeding 9 inches	5	8 86	1 77 1-5	
Six inches deep	3	3 71	1 23 2-3	
Eight inches deep	2	3 04	1 52 1-2	
Ten inches deep	1	1 90	1 90	
Twelve inches deep	29	51 28	1 76 73-87	
Fourteen inches deep	1	2 25	2 25	
Sixteen inches deep	1	2 50	2 50	
Eighteen inches deep	1	2 75	2 75	
Total	75	133 86	1 78 106-225	\$1 50.

SENECA STONE, PER SQUARE YARD.

Seneca stone	30	\$47 64	\$1 58 4-5	
Belgian	2	5 42	2 71	
Including grading	3	5 15	1 71 2-3	
As per sample No. 1; extra for grading.	1	1 204	1 29 1-2	
Sample No. 2; extra for grading.	3	4 134	1 37 5-6	
Sample No. 2; extra for grading.	2	4 80	2 40	
Samples No. 1 or 2; extra for grading.	1	1 394	1 39 1-2	
Samples No. 2 or 3				
Oblong blocks, 3½ and ½ across.	1	2 50	2 50	
Present style	1	1 60	1 60	
Grouted with cement	1	2 25	2 25	
Total	45	76 18½	1 69 3-10	\$1 50 for Macadam.



Summary of bids opened September 1, 1871, &amp;c.—Continued.

## BLUESTONE, PER SQUARE YARD.

Description.	No. of bids.	Aggregate of bids.	Average of bids.	Board price adopted September 14, 1871.
Bluestone .....	29	\$16 08	\$1 58 26-29	
Similar to F street .....	3	4 85	1 61 $\frac{1}{2}$	
Including grading .....	2	3 32	1 66	
Grouted with cement .....	1	2 25	2 25	
Total .....	35	56 50	1 61 3-7	\$1 50 for Macadam.

## BELGIAN, PER SQUARE YARD.

Granite, North River .....	1	\$3 15	\$3 15	
Granite, 6-inch cube blocks .....	9	31 93	3 54 7-9	
Total .....	10	35 08	3 50 4-5	\$2 50.

## GRANITE, PER SQUARE YARD.

In blocks .....	1	\$2 90	\$2 90	
In blocks, 3 to 4 wide, 6 to 9 long, 7 to 8 deep; similar to Boston. ....	4	19 60	4 90	
Total .....	5	22 50	4 50	

## STONE, PER SQUARE YARD.

Paving .....	1	\$1 55	\$1 55	
Stone .....	3	4 35	1 45	
Cobble .....	3	2 34	78	
Ordinary broken .....	1	1 68	1 68	
Potomac .....	3	5 00	1 66 2-3	

## WOOD PAVEMENT, PER SQUARE YARD.

Willet's .....	1	\$3 25	\$3 25	
Barrroughs' .....	1	3 50	3 50	
Metropolitan prismatic .....	1	3 20	3 20	
Follansbee .....	5	18 50	3 70	
Smith's .....	1	3 50	3 50	
Morse .....	3	9 20	3 06 2-3	
Smith's Georgia yellow pine .....	1	3 65	3 65	
Beddler, \$2.90 and 24 cents per cubic yard for grading. ....	1	3 06	3 06	
Spruce, burnettized .....	1	3 45	3 45	
Spruce, not burnettized .....	1	3 00	3 00	
White hemlock, burnettized. ....	1	3 20	3 20	
White hemlock, not burnettized. ....	1	2 80	2 80	
Pine, burnettized .....	1	3 55	3 55	
Pine not burnettized .....	1	3 15	3 15	
Miller .....	2	6 30	3 15	
Stow .....	5	16 80	3 36	
Ballard .....	2	6 30	3 15	
Roberts .....				
Morse, including grading .....				
Wyckoff .....	2	6 45	3 22 1-2	
Dunbar .....	1	4 00	4 00	
	1	3 80	3 80	
Total .....	33	110 56	3 35 $\frac{1}{2}$	\$3.

Summary of bids opened September 1, 1871, &amp;c.—Continued.

## CONCRETE, PER SQUARE YARD.

Description.	No. of bids.	Aggregate of bids.	Average of bids.	Board price adopted September 14, 1871.
Smith's .....	6	\$15 05	\$2 50 5-6	
Cemental, 6 inches thick, \$2.75 excavation, 30 cents per cubic yard, \$2.95.	1	2 95	2 95	
6-inch, compressed, \$3.30, excavation and grading, 30 cents per cubic yard, \$3.50.	1	3 50	3 50	
8-inch, compressed, \$3.68, (excavation and grading, 30 cents per cubic yard, \$3.88.)	1	3 88	3 88	
Ellis's composite .....	2	6 20	3 10	
Trinidad and Cuban .....	1	3 50	3 50	
Superior Trinidad .....	1	3 72	3 72	
Scott patent .....	1	3 40	3 40	\$3.20.
Filbert, vulcanized .....	2	6 40	3 20	
Parson .....	3	11 40	3 80	\$3.20.
Total .....	19	60 00	3 15 15-19	\$3, except as above for Scott and Parson.

## FURNISHING 100,000 FEET CURBING—PER FOOT.

New York bluestone .....	6	\$6 43	\$1 07 1-6	
Pile stone .....	4	4 02	1 00 1-2	
North River bluestone .....	1	1 15	1 15	
	11	11 60	1 05 5-11	92 cents per foot.
Seneca stone .....	5	7 00	1 52	
Seneca curbing .....	1	1 24½	1 24 1-2	
	6	8 84½	1 47 5-12	No price fixed; none used.
Manassas brown freestone .....	2	1 84	92	No price fixed; none used.
Granite .....	8	10 54½	1 31 4-16	97 cents per foot.
Aggregate of all kinds of curb .....	27	32 83	1 21 16-27	Average of board price, 94½ cents.

## CURBING, GUTTERING, AND PAVING FOOTWAYS.

Brick pavement .....	26	\$23 08	\$0 88 10-13 per square yard.	80 cents.
Laying new brick pavement, including two feet of grading.	2	1 90	95 per square yard .....	93½ cents, including 2 feet grading at board rate.
Laying old brick pavement.	21	6 19	29 10-21 per square yard	25 cents.
Taking up and relaying old brick pavement.	3	85	28½ per square yard .....	25 cents.
Cobble stone .....	18	11 55	64 1-6 per square yard...	55 cents.
Paving gutters with cobblestone and between flagstones.	9	6 15	68½ per square yard .....	55 cents.
Relaying old stone pavement.	8	2 75	34½ per square yard .....	30 cents.
Taking up or relaying cobblestone.	4	1 15	28½ per square yard .....	No price fixed for taking up. Price for re-laying, 30 cents.
Putting soil and sodding .....	1	35	35 per square yard .....	No price fixed.
Flag footways .....	10	7 30	73 per square foot .....	60 cents per square foot.
Furnishing and laying flagging.	2	1 40	70 per square foot .....	Do.
New York flagging .....	6	3 76	62½ per square foot .....	Do.
New York flag, 6 by 10 .....	4	3 15	78½ per square foot .....	Do.
Flagging, 6 by 10, cross-gutters and alleys.	1	90	90 per square foot .....	Do.
12-inch flagging .....	4	2 73	68½ per square foot .....	Do.
16-inch flagging .....	2	1 20	60 per running foot .....	60 cents per square foot, equal to 80 cents per running foot.

*Summary of bids opened September 1, 1871, &c.—Continued.*

Description.	No. of bids.	Aggregate of bids.	Average of bids.	Board price adopted September 14, 1871.
Flagging, 6 by 16, cross-gutters and alleys.	1	\$0 90	\$0 90 per linear foot.....	60 cents per square foot, equal to 80 cents per linear foot.
Relaying old flag footways.	3	53	17 $\frac{3}{4}$ per square foot.....	No price fixed.
Taking up and relaying old flag footways.	2	30	15 per square foot.....	Do.
Resetting curb-stone.....	2	20	10 per square foot.....	15 cents per linear foot, equal to 9 cents per square foot.
Resetting gutter-stone.....	2	20	10 per square foot.....	No price fixed.
Resetting cobble-stone.....	1	10	10 per square foot.....	3 $\frac{3}{4}$ cents, equal to 30 cents per square yard, the board price
Grading.....	1	20	20 per square foot.....	Board price, 20 cents per cubic yard.
16-inch bridging.....	1	67	67 per square foot.....	No price fixed.
Curb.....	1	90	90 per running foot.....	No comparison can be made, size and kind of curb not being stated by bidder.
Furnishing and setting New York bluestone.	4	5 88	1 47 per running foot.....	If 6 inch, board price for setting, 30 cents; furnishing, 92, equal to \$1.22 board price.
New York curb, dressed as heretofore.	2	2 78	1 39 per running foot.....	No price fixed.
North River bluestone curb	7	11 60	1 65 5-7 per linear foot.....	\$1.22. Size of curb not stated by bidders.
New York curb.....	10	15 51	1 55 1-10 per linear foot....	Do.
New York bluestone, 20-inch.	5	6 52	1 30 2-5 per linear foot.....	Do.
Granite.....	4	6 34	1 58 $\frac{1}{2}$ per running foot.....	\$1.27. Size of curb not stated.
Do.....	18	31 06	1 72 5-9 per linear foot.....	Do.
Seneca.....	4	6 65	1 66 $\frac{1}{2}$ per running foot.....	No price fixed.
Do.....	19	32 62	1 71 13-19 per linear foot....	Do.
Resetting old curb.....	2	29	14 $\frac{1}{2}$ per running foot.....	15 cents per linear feet.
Do.....	2	54	27 per linear foot.....	Do.
Taking up and resetting old curb.	4	47	11 $\frac{1}{4}$ per linear foot.....	Do.
12-inch gutter-flag.....	3	1 25	41 $\frac{3}{4}$ per running foot.....	35 cents per square foot.
12-inch gutter-stone.....	4	1 56	39 per linear foot.....	Do.
New York flag, 12-inch.....	2	82	41 per linear foot.....	Do.
New York gutter-stone.....	2	78	39 per linear foot.....	Do.
New York flagging, same as now in use for cross-gutters and alleys.	1	60	60 per linear foot.....	50 cents per square foot.
Gutter-stone.....	5	2 82	56 2-5 per linear foot.....	35 cents per sq. foot for 12-inch, and 50 cents per square foot for 16-inch. Bid gives no size.
Furnishing gutter-stone and putting in place.	1	45	45 per running foot.....	Do.
Setting new curb.....	2	65	32 $\frac{1}{2}$ per linear foot.....	30 cents per linear foot for 6-inch curb. Bid gives no size.
Setting new curb when furnished.	3	62	20 $\frac{3}{4}$ per linear foot.....	Do.
Grading.....	13	2 77	21 4-13 per cubic yard.....	20 cents per cubic yard, and earth to be deposited where directed without extra charge.
Grading, not exceeding 18 inches deep.	1	40	40 per cubic yard.....	Do.
Grading, excavating or filling.	3	58	19 $\frac{1}{2}$ per cubic yard.....	Do.
Grading, above 18 inches deep.	1	25	25 per cubic yard.....	Do.

By Mr. STANTON:

Q. Now, as the result of the comparison between the average rate of those bids and the rates afterward fixed by the board, do you find in any case the price fixed by the board exceeded the average of the bids?—

A. I don't.

Q. In every case the price fixed by the board fell below the average?—

A. Yes, sir.

Q. And that in respect to all classes of work?—A. Yes, sir; and material.

By Mr. WILSON:

Q. What is your present position under this board?—A. None whatever.



Q. When did you prepare this statement that you have read?—A. Within the last five or six days.

Q. Were there any bids under board price?—A. That I have not examined. I have the names of the bidders here. This is simply a tabulation of the original schedule as made by me when transmitted to the board. Here is the name of each bidder, giving the class of work and the number of the bid.

Q. You have given there the average of the bids?—A. Yes, sir.

Q. Then there would be some bids lower than these?—A. Yes, sir; some bids lower, and some higher.

Q. Taking the average of the bids, do you know whether the board in letting contracts— How long were you in the employ of the board?—A. Up to the 14th of December, 1872.

Q. Do you know whether the board, in making contracts, has in all respects complied with these prices that were established?—A. Until they were amended.

Q. When were they amended?—A. That is a matter of record.

Q. Do you know anything about that?—A. No, sir; only as I would be notified by the board of the change of prices.

Q. You don't want to be understood that these statements you have given here show the prices at which work has been let by the board?—

A. I wish to be understood here that these tables I have read are comparisons with the prices fixed by the board of public works on the 14th of September, and that those prices, as fixed upon these schedules and upon these tables, contained a comparison made by the board with those statements that you have here.

Q. In other words, if I understand you, on the 14th of September there had been a certain number of bids put in, and the board, instead of letting the work to the lowest bidder, took the average of all the bids and fixed a scale of prices from that?—A. Yes, sir.

Q. That was the way in which it was done?—A. Yes, sir; except as to the date; these bids were opened September 1, but the prices were not fixed until September 14.

Q. That is immaterial so far as that is concerned. I was simply trying to get at the mode in which that was done. Are you aware of any case in which the board of public works, after having had experience, diminished the prices at which work was let below the prices fixed by the board?—A. I cannot say.

Q. Have you any knowledge or information in any case? The board of public works after having had experience as to the cost of construction diminished the prices below the prices that they had established?—A. I have no recollection.

Q. Are you aware of any cases in which it increased the price?—A. Yes, sir.

Q. In what case did they increase the price?—A. Whenever an increase of price was made I was notified as auditor by a formal letter from the board. They are all a matter of record. I could not give you the items.

Q. Where is that record showing the increase of prices?—A. On the journal of the board of works.

Q. Have you any separate record of that; you say you were notified by letter?—A. Yes, sir; or by an amended price-list.

Q. What did you do with those letters and those price-lists?—A. I think up to the time of the change in prices—when the change of prices was made and the price-list modified, the old one was destroyed. I will not be positive about that, however.

Q. What was the occasion of destroying part of the records of the office?—A. They were merely transcripts from the journal—that was all.

Q. Have you ever looked to the records of the office to see whether or not you could furnish us the various changes that were made in the prices?—A. I think that is in evidence. I think I have seen it.

Q. I would like to have it in this connection.

Mr. MATTINGLY. The schedule is already in evidence. You will find it in the printed record.

Mr. CHRISTY. It is on page 435. You will find there the present prices, but it does not show that which you desire, which is the dates when the increase was made.

Mr. WILSON. That is what I want to get at. I want to know the time or times when changes were made increasing the prices. Will you be able to furnish a statement to the committee of that?—A. Yes, sir.

Q. Now, are you aware of any increase of price that was made to apply to work that had already been done and completed?—A. No, sir; I think not.

Q. You think there was nothing of that kind?—A. Not while I was auditor of the board.

Q. At any time?—A. I cannot answer as to any other time.

Q. If I understood your reading correctly, the board price for brick pavement was 80 cents a square yard?—A. Yes, sir.

Q. Do you know whether they let any contracts at 80 cents?—A. Yes, sir; I think they did.

Q. Do you know whether they were all paid for at a dollar?—A. That I cannot answer.

Q. The price was increased from 80 cents to a dollar?—A. Not while I was auditor.

Q. Do you know whether it was increased from 80 cents to a dollar after you were auditor?—A. Not of my own knowledge.

Q. Have you ever examined to know whether they actually charged a dollar a square yard for brick pavement, instead of 80 cents?—A. No, sir.

Q. How many bids were there for flagging? Have you the bids there?—A. The bids are in the custody of these gentlemen over here.

Q. How many bids for flagging?—A. I think thirty-four bids. They varied in size from 12-inch to 13-inch, and I classified them accordingly.

Q. Here is parking, soiling, and sodding. There must have been one bid, and that was 35 cents. There was no price fixed by the board. The average, of course, was 35 cents?—A. Yes, sir.

Q. Were the specifications—parking, sodding, soiling—all that understood before this bid was made?—A. No, sir.

Q. There was no specification?—A. No, sir.

Q. Then there was an advertisement for parking and soiling and sodding without any specification as to how the thing was to be done?—A. I think not. I do not think this bid was put in under any advertisement. I would like to refer to the advertisement under which these bids were opened, and I could determine definitely.

Mr. WILSON. I should like to see that.

Q. Proposals were not invited for that work at that time. Here are flag footways, ten bids. Aggregate of bids, \$7.30; average of bids, 73 cents per square foot, and the board price was fixed at 60 cents per square foot. This is for the flagging across the streets. Is that for furnishing the flagging and laying?—A. Yes, sir.

Q. Then I see right below that, furnishing and laying flagging, two

bids aggregate \$1.10, average 70 cents, and board price fixed at 60 cents per square foot. What kind of flagging is that?—A. The same. I scheduled these precisely as they were made out by the bidder.

Q. That is, furnishing the flagging and laying it?—A. Yes, sir.

Q. Do both of these refer to footways across the streets?—A. I presume so.

Q. Then here is an item of New York flagging, six bids, \$3.76, aggregate of bids; average of bids, 62 $\frac{2}{3}$  cents, and the price fixed at 60 cents per square foot. That was for furnishing and laying that flagging?—A. Yes, sir. That may be 12-inch flagging or 16-inch flagging. I could not determine from the nature of the bid.

Q. Here is New York flagging 6 by 16.—A. They are the size I gave. Four bids, aggregate, \$3.15; average, 71 $\frac{1}{3}$  cents per square foot; the board price fixed at 60 cents. That is for furnishing and laying.

Q. Here I find flagging 6 by 16, across gutters and alleys, one bid at 90 cents, and the price fixed at 60 cents?—A. Yes, sir.

Q. That is for furnishing and laying?—A. Yes, sir.

Q. Then here is another for 16-inch flagging, four bids; aggregate \$2.73, average 68 $\frac{1}{4}$  cents; price fixed by the board 60 cents?—A. Yes, sir; the board had but one price for that flagging—that is, 60 cents.

Q. That was for furnishing the flagging and laying it?—A. Yes, sir. These bids were put in in that form. I just incorporated the offer of the bidder in each case.

Q. Do you know how flagging is charged for at \$1.25 a foot?—A. That is not this flagging. That is flagging that comes in large pieces and is used for sidewalks. This flagging is not used for sidewalks. This is simply to go across the street, and used across gutters and in alleys.

Q. Where are the bids for furnishing the flagging that goes around the sidewalk?—A. I do not know anything about them.

Q. Were there any bids made for flagging to go on the sidewalks?

WITNESS. At that time?

Mr. WILSON. Yes, sir.

A. No, sir.

Q. Have you ever heard of any since?—A. No, sir; I think not.

Q. Who furnished the flagging for the sidewalks?—A. That I do not know.

Q. Was there any furnished during your administration?—A. I think not. I do not remember of auditing any bill or account.

Q. You know nothing in regard to that?—A. No, sir.

By Mr. THURMAN:

Q. Where are the estimates returned by the engineers of work that was done—returned to the auditor, so that warrants might be drawn or certificates given to the contractors?—A. They are in the custody of the auditor of the board, and the vouchers are numbered to correspond with the number of the certificate issued thereon.

Q. Did you give the statement here as to the fixing of the price for grading?—A. Yes, sir.

Q. What was that?—A. You have it. That was grading to be done on the pavement, and not on the carriage-ways.

Q. There were thirteen bids for grading. The aggregate \$2.77, and the average 21 $\frac{1}{3}$  cents per cubic yard; and there was grading, not sodding, 18 inches deep, only one bid?—A. That is the way it was bid for, and I just entered it there in the precise form the bidder offered it.

Q. Excavating or filling, 58 cents, three bids, aggregate 58 cents,



average 19½ cents; and grading above 18 inches deep, one bid, at 25 cents, and the board price for all this is fixed at 20 cents per cubic yard, and the earth to be deposited where directed, without extra charge?—A. Yes, sir.

Q. Now, were there bids for grading of carriage-ways? Before you answer that question, do you know whether the grading of the carriage-ways and the footwalks was all paid for ultimately at the same price?—A. I do not.

Q. That you do not know anything about?—A. No, sir.

Q. Have you a statement there of the grading as to the carriage-ways?—A. These bids for carriage-ways were to include two feet of grading. The only reference I find to grading in these bids for carriage-ways is excavation and grading, 30 cents per cubic yard, to one bidder.

Q. Is there only one bidder?—A. I am speaking of it at that price; and then there is another bid there, at 24 cents for grading, unless the board of public works can have it done for less. Here are certain streets—for instance, excavation on K street, 12, 13½ cents, excavation on F and G, 9½; grading 30 cents per cubic yard.

Q. How many bids of that kind in the aggregate?—A. Here are five bids—40 cents per cubic yard for grading over two feet, 35 cents for grading over two feet, 50 cents for grading over two feet, 45 cents for grading over two feet, 35 cents for grading over two feet. Those are bids on the different streets.

By Mr. CHRISTY :

Q. I understand you to answer that you had no present connection with the board of public works?—A. Yes, sir.

Q. Are you not in the employ of the District government as auditor?—A. I am auditor of the District government.

Q. Was this matter the subject of discussion before the board prior to your receiving this order under which you made this scale of prices?—A. I think at the time these bids were received I was in the room. I was asked to take off the schedule. The only reason I could see for their referring them to me to make this schedule was from my having taken off the bids, as read by a member of the board, as fast as they were opened.

Q. What member of the board read the bids?—A. That I cannot now recollect.

Q. At the time, then, that you made the record of the bids, you had received no instructions as to this preparing of the scale of prices?—A. No, sir; but I did subsequently.

Q. I understand you subsequently received an order in writing from the board?—A. No, sir; it was a simple reference that went on the journal referring these bids to the engineer and auditor for classification and report.

Q. It was an expression of the sense of the board in writing, as it appears on the journal upon which you did this work subsequently?—A. Yes, sir.

Q. So that you have no knowledge of any discussion between the members of the board on this subject?—A. O, yes, I have this knowledge. I was in and out of the board-room frequently during their meetings; and one object of having these bids scheduled was to ascertain whether there were what were known as straw bids.

Q. That is the first object that you had—to ascertain whether they were straw bids?—A. No, sir, not the first.

Q. What was the first purpose, then, as indicated to you?—A. There was none indicated to me.

Q. Are you not aware of the fact that it was the determination of the board in the first instance to award these contracts to the lowest bidder?—A. No, sir, I am not.

Q. Were you not aware of the fact they required this deposit of \$1,000, of which you speak, for that purpose, so as to protect the board against what were known as straw bids?—A. I did not know what the design of the board was beyond what is stated in the advertisement. I had nothing to do with the preparation of the advertisement. I was not cognizant of its preparation.

Q. Then you have no information of a purpose upon the part of the board to adopt this scale of prices until that entry was made on the journal?—A. No, sir; I do not think I had then.

Q. When was it that you ascertained that the work was to be done under a scale of prices fixed under these calculations that you were instructed to make?—A. On the 14th of September.

Q. That is the first intimation you had of the purpose for which this was to be used?—A. O, no; I thought you were asking me in regard to the time of fixing the price. The object of having those papers prepared was to enable the board to get at a fair average price for work done.

Q. When did you first receive information that that was the purpose of the board?—A. I think within forty-eight hours after the opening of the bids. These questions were questions that were discussed in the board.

Q. Then that was not a subject of discussion until the bids were opened?—A. That I cannot say. I was not present at every meeting of the board.

Q. Within your knowledge, it was not the subject of discussion?—A. No, sir.

Q. But it was soon after, and within forty-eight hours after the bids were opened?—A. Yes, sir.

Q. You have reported there the price established for the Scharff concrete pavement, \$3.20?—A. Yes, sir.

Q. How did you arrive at that? The board, I understand you to say, adopted the results of your calculation without change?—A. I do not know that at all. This was simply to enable them to make up a scale of prices. In no case have they adopted the price indicated here as the average of the bid. They are lower in every instance, in every item.

Q. Then you were not advised there was any mistake at all in the calculations that you had made?—A. No, sir.

Q. Now, what was the result, the average price of the bids for the Scharf pavement?—A. There was but one bid for the Scharf pavement; it was \$3.40; price fixed by the board, \$3.20.

Q. By whom made?—A. It was made by John O. Evans.

Q. How did you arrive at the price of the vulcanite Filbert pavement? How many bids were there for that?—A. Two.

Q. Whose were they?—A. L. S. Filbert, of Philadelphia, \$3.25, was one bid for all the streets except Pennsylvania avenue; \$3.15 for Pennsylvania avenue; two bids taken together make \$6.40.

Q. L. S. Filbert made both bids?—A. Yes, sir.

Q. No competition?—A. No, sir.

By Mr. CHRISTY:

Q. In your estimates there did you include any bid the maker of which had not deposited \$1,000, according to the terms of the advertisement?—A. Yes, sir; we included, I see here, a number that are not

marked as having deposited \$1,000; but it is possible, that as there were three classes of work, for carriage-ways and footways, and also for furnishing curbing, that the deposit of \$1,000 may have been noted on the other schedule. I could not state that without making a tabular statement.

Q. I understood you to say that these were the bids made by those who had complied with the terms of the advertisement as to the deposit of a thousand dollars with the register?—A. You misunderstood me. What I said in relation to that was this: this schedule showed the amount of deposit made by each one of these bidders whose name appears on this schedule. Some of the bidders deposited five hundred dollars because of the advertisement under which they put in their proposals. I know the fact there were two classes of depositors, some five hundred and some one thousand dollars. I could easily verify that.

Q. We will pass from that. Was it any part of the duty of yourself and your associate to pass upon the character of the improvements that were referred to you—as to the quality or character of the various carriage-ways, for instance?—A. No, sir.

Q. Then your instruction was to take all bids that were made, without reference to the fact whether a deposit had been made or not?—A. I received no specific instruction whatever. Bids were just handed to me, and I was told to please arrange these and classify them, and I did so to the best of my ability without any formal instruction in any shape or form.

Q. Did you in your statement include the bids of John G. Stafford for the Smith concrete pavement?—A. I included in the concrete pavement one bid of John G. Stafford for \$2.25, one at \$2.30, one at \$2.80, one at \$2.81, and one at \$2.50—six bids made by John G. Stafford.

Q. Then you made an average, and reported the entire statement, including the average, to the board?—A. Yes, sir. Those bids of Stafford were for six different streets, his prices varying on the different streets.

Q. And you reported the average amount, you state, to the board?—A. Yes, sir.

By Mr. WILSON:

Q. Was he the only bidder for that description of pavement?—A. Yes, sir.

By Mr. CHRISTY:

Q. Who prepared the advertisement of which you speak?—A. I do not know.

Q. Was it not the expectation of all persons connected with the board of public works that the awards would be made to the lowest bidders?—A. I do not know.

Q. Was it not your purpose, in taking down the reports as made by the person opening the bids, that it was to ascertain who was the lowest bidder?—A. No, sir; I knew the contrary. It was the deliberate intention not to take this schedule and treat it in this manner. The idea was to get at a fair price for good work.

Q. When did you ascertain that fact?—A. Before I made out this schedule.

Q. I am not speaking of the schedule that you made up; but you stated that when the bids were read off by the person whose name you have forgotten you had then no knowledge of any intention to arrange a scale of prices?—A. Yes, sir.



Q. So that, in the first instance, you took it down with reference to the work subsequently done to fix the scale of prices?—A. Yes, sir.

Q. At that time did you not expect that bids would be let to the ones who proved upon the opening of the bids to be the lowest bidders?—A. No, sir.

Q. Had you any opinion on the subject?—A. Yes, sir.

Q. Derived from any member of the board?—A. I could not specify any member, but I knew of a discussion in the board in relation to frauds that had been perpetrated under the old government by reason of bids being put in for one kind of pavement and another kind of pavement being put down of an inferior quality. When I made up this schedule, as you will see, each different pavement is scheduled by itself, and the number of bids, and that they were to determine as to which kind of pavement they would put on certain streets. There was nothing in the opening of those bids by the board of public works, to my knowledge, that promised to any bidder work under his bid.

Q. Do I understand you to say that, prior to the opening of the bids on the first of September, you had received information that awards would not be made to the lowest bidders, but that a scale of prices would be established?—A. No, sir; you do not understand me to say so.

Q. You say, however, it was a matter of discussion?—A. Yes, sir; after the receipt of these bids; after these bids were opened, and before they were classified.

Q. And after you had taken them down?—A. Yes, sir; in this book: not this taking down.

Q. I understand that. So it was not in fact until after the opening of the bids that this matter of fixing prices by the results of these calculations was determined upon?—A. That is, to my knowledge.

Mr. STANTON. You were asked concerning an increase in laying the price of brick pavement. Do you know anything of the reason of that increase?—A. Yes, sir.

Q. Will you state it?—A. There was a very great deal of difficulty in obtaining brick, and I believe there was a combination attempted among the brick-men, they knowing there would be a very large quantity of brick pavement, to put up the price of brick. There was a clause subsequently inserted in the contracts by which the board fixed the price of bricks at \$11 and \$11.50 a thousand, and would furnish to contractors at that price. Where they failed to furnish, or where the brick on the street cost more than \$11.50 a thousand, the difference per square yard was taken by counting thirty-six brick to the square yard, and if there were a thousand yards of brick pavement, that represented thirty-six thousand brick. The difference between \$11.50, the board price, and the price actually paid for the brick, was allowed.

Q. When this increase was made from 80 cents to \$1 per yard had the price of bricks actually gone up?—A. I know nothing about the increase of price to \$1 a yard; that was done after I left the board. When the price was fixed at 80 cents, contractors then furnished the brick. Subsequently there was an attempted combination among the brick men, and the board undertook to break up that combination. They would purchase brick. I think they bought some at Philadelphia, and some at Baltimore, and they cost about \$11.50; they were put to the contractors at that price. After a while the board could not get brick, and they permitted contractors to get brick wherever they could, and gave to them the increased price per yard represented by the difference between \$11.50 per thousand and the price actually paid.

Q. You were the first auditor of the board?—A. Yes, sir.

Q. How long did you continue?—A. Up to December 14, 1872.

Q. Explain to the committee the manner of auditing accounts that was established and followed.—A. The engineer would transmit to the auditor's office the measurement of a certain street for work done by the contractor. I took the schedule of prices and carried out the extensions of the different items that appeared on the engineer's measurement, with the prices fixed by the board. I then made out a certificate that I had that day examined and allowed the account of John Smith, contractor, for so much money for work done on such a street, between such and such points. That went to the treasurer, with a duplicate of the measurement, and the audit as made up in my office.

Q. A duplicate of the measurement? Do you mean a duplicate certificate?—A. No, sir; I mean a duplicate measurement. I never made a duplicate certificate.

Q. I mean a duplicate certificate of the engineer.—A. Yes, sir.

Q. Then, in any case, did you audit a bill without having the engineer's certificate to the correctness of the measurement?—A. No, sir. I could not tell what to audit without the engineer's certificate before me.

Q. You always required that?—A. Yes, sir.

Q. The payments were made upon your audit of the bills?—A. Yes, sir.

Q. Do you know of any case in which payments were made except upon which measurements were furnished by the engineer and afterward a formal audit by yourself?—A. No, sir.

By Mr. CHRISTY:

Q. What was your mode of ascertaining the amount of assessments against any particular piece of property upon the street?—A. I had nothing to do with the assessments beyond making up a statement of the amount that appeared on my books as having been audited for work done on the streets.

Q. And without regard to the parts of the streets upon which the work was done?—A. O, no, sir.

Q. That is true, isn't it?—A. No, sir.

Q. Let us take a lot No. 100. Is there anything in your statement separating the cost of the improvement in front of that lot?

WITNESS. Of that immediate lot?

Q. Yes, sir.—A. No, sir.

Q. That is what I mean. Didn't that result in this: that improvements were much more expensive on certain portions of a street than upon other portions, and yet the entire cost was distributed upon all the property on the street?—A. I know nothing of the mode of making out an assessment.

By Mr. WILSON:

Q. There were different kinds of wood pavement there, were there?—A. Yes, sir.

Q. The different kinds of concrete pavement?—A. Yes, sir.

Q. Did the board fix the price of all wood pavements at a sum and of all concrete pavements at a sum, irrespective of the character of the pavement?—A. All untreated wood pavements were fixed at three dollars; all concrete fixed at three dollars, with the exception of the Parisen. The Parisen was fixed at three dollars and twenty cents, and the Scharf at three dollars and twenty cents. All other concretes were fixed at three dollars.

Q. Irrespective of what it cost to put them down?—A. I do not suppose the board went into that at all; I do not know anything about it.

Q. They just took all their concretes and fixed them at \$3?—A. Such as they use.

Q. I mean what they adopted, they fixed all at the same price, regardless of what the pavement cost to construct it?—A. Yes, sir.

Q. Do you know when the price of these concretes was increased?—A. No, sir; I do not know.

Q. Do you know as a fact that they were increased to \$3.50?—A. No, sir. There certainly was not, during the time I was auditor, any concrete audited at \$3.50 a yard.

Q. You know of no increase of the price?—A. I cannot tell you now whether I do or not.

Q. Do you or not know these concretes have been paid for at \$3.50 a yard?—A. No, sir; I do not know it. They were not so paid for while I was auditor.

Q. Do you or not know whether since you were auditor these concretes that were constructed while you were auditor have been paid for at \$3.50 a yard?—A. No, sir.

Q. What has transpired since you were auditor you have no knowledge of?—A. No, sir.

By Mr. CHRISTY:

Q. Did you make any report to the board of the price at which a bid was made, furnishing wood burnettized?—A. Yes, sir.

Q. Did the board fix the price for burnettizing upon that report?—A. No, sir; they did not adopt any price for burnettizing the wood at that time.

Q. Do you wish to be understood as saying that the prices fixed for concrete pavements were either \$3 or \$3.20 a square yard, and that no price was fixed less than that?—A. I do. Three dollars for all concretes except the Scharf and Parisen.

Q. Are you sure you are not mistaken in regard to C. E. Evans's concrete?—A. No, sir; I am not.

Q. Was not that fixed by the board at \$2.95?—A. Not in the schedule of prices sent to me September 14.

Q. Will you be kind enough now to state, referring to the scale of prices, at what that was fixed—the Evans concrete?—A. For the Evans concrete there was no definite price fixed. There was no definite price fixed for any particular pavement except the Scharf and Parisen. That was specified at so much per square yard. The other concretes were put all together.

Q. Were you examined before the other committee of investigation?—A. No, sir.

Q. Has your attention ever been called to the tabular statement made by the board of public works in regard to carriage-ways?—A. I suppose I have looked over it.

Q. Perhaps you would desire to correct your testimony in regard to the Evans concrete if you saw it. [Report referred to was here handed to witness, who proceeded to examine same.]—A. [Examining the report.] I have no desire to correct my testimony in regard to that. My testimony is right—\$3.

Mr. MATTINGLY. He is testifying, you understand—

Mr. CHRISTY. As to the board prices September 14th, as reported to him on that day.



The WITNESS. There was no price fixed for the C. E. Evans concrete in the list of prices sent to me by the board.

Q. When were you advised of the rate at which it was fixed?—A. I suppose by the contract.

Q. And not before you inspected the contract?—A. I presume not.

Q. Then it was fixed subsequently at \$2.95?—A. That I cannot tell you, now, from memory.

By Mr. MATTINGLY:

Q. What was their bid—C. E. Evans's?—A. Their bid was \$2.75, work to be kept in order at least three years, and payment to be made when finished and accepted; grading additional, at 30 cents per cubic yard, and their pavement was to be a chemical pavement, 6 inches thick; that is their bid. That is the bid of the Evans Concrete and Flagging Company of New York.

Q. Had you retired from your position on the board of public works before the advance in price was given to C. E. Evans for this pavement? Do you know of the subsequent increase—the \$3.20?—A. I don't think that was done while I was there. It might have been done, but I have forgotten if it was.

By Mr. STANTON:

Q. I desire, in connection with Mr. Meeds' testimony, to put in evidence extracts of the journal of the board, showing the reference of these bids to the auditor and engineer, and the scale of prices fixed by the board. I will give the reference to the reporter, and the pages. They are as follows:

[Extract from journal.]

BOARD OF PUBLIC WORKS,  
*Washington, September 1, 1871.*

All the members present except Mr. Mullett.

Bids were opened for paving or macadamizing carriage-ways. For curbing 100,000 linear feet of blue, seneca, or granite stone 20 inches deep, 6 inches at top, with a dressing on front side of 6 inches, and in pieces of not less than 6 feet.

For furnishing and setting of curbstones, either of New York bluestone, seneca, or granite.

For laying new brick pavement with best quality of paving-brick.

For relaying old brick pavement, furnishing gravel and sand where needed.

On motion, the bids were referred to the engineer and auditor for examination and classification.

[Extract from journal.]

BOARD OF PUBLIC WORKS,  
*Washington, D. C., September 14, 1871.*

The following scale of prices for work and material were then adopted by the board:

Wood and concrete pavements .....	\$3. 00 per yard.
Scharf & Parisen pavement .....	3. 20 per yard.
Macadamizing 12 inches deep .....	1. 50 per yard.
Belgian pavements .....	2. 50 per yard.
New brick pavement .....	80 per yard.
Granite curb, (without setting) .....	97 per linear foot.
Bluestone curb .....	
Flag-stones for crossings .....	60 per square foot.
Relaying old brick pavement .....	25 per yard.
New cobblestones .....	55 per yard.
Gutter flags 12-inch .....	35
Gutter flags 16-inch .....	50
Grading per cubic yard, earth to be deposited where directed without extra charge .....	20
Resetting old curb, (4 inch) .....	15
Setting 6-inch curb, (new) .....	30
Relaying old cobblestone .....	30

LESTER A. BARTLETT SWORN.

By Mr. STANTON :

Question. Were you present at the meeting called by the board of public works, December 14, 1871, of the persons who had bids for work ?  
—Answer. I was.

Q. It is stated, in the 4th and 5th specifications under the first charge of the memorialists, that some persons were excluded from the room on that occasion. State your remembrance as to that fact.—A. I could not state whether there was any one excluded or not ; but my remembrance of the fact is that the doors were open, and that the contractors, and any one who chose, might go in or out.

Q. Persons were going in and coming out all the while ?—A. Yes, sir.

Q. You did not see anything to indicate it was not a public meeting, to which everybody had free access ?—A. There was no door-keeper and nothing to indicate it.

Q. Have you any remembrance as to the rates fixed by the board on the part of the contractors ?—A. I know there was a general dissatisfaction.

Q. For what reason ?—A. The contractors all considered the prices too low. I know there was a great deal of talk among them. Some of them expressed the opinion that they could not do work for that. One or two made speeches to the board to that effect. I think Governor Shepherd told them they must remember these prices were established upon a cash basis : that they were to receive cash, and that heretofore, under the city government, they had to sell their paper at a discount, and the board proposed to pay cash, and for that reason they could afford to do the work at a less rate than they could have done heretofore.

By Mr. WILSON :

Q. You have received cash, in all instances, for your work ?—A. I am sorry to say I have not.

Q. What have you received ?—A. I have been paid in cash—in sewer-certificates, and in board of public works certificates.

Q. Are you still holding any of those certificates ?—A. I am holding some, and some I have had to sell ; some have been sold for me on account of my inability to take up my notes.

Q. How long is it since you have had any money from the board ?—A. I think it was certainly after the last appropriation.

Q. March, 1873 ?—A. I was thinking it was along in January.

Q. The appropriation of 8th January, 1873 ?—A. I guess that was the appropriation.

Q. Have you had any money excepting since shortly after that ?—

A. I do not remember. It was one of those two appropriations.

Q. What amount of certificates are you holding now ?

The WITNESS. Do you mean sewer-certificates or auditor's certificates ?  
Mr. WILSON. I want both.

A. Well, my sewer-certificates, I think they are all sold with the exception, perhaps, of ten thousand.

Q. What is the amount paid for those certificates in this city ?—A. About 65 cents, I think.

Q. Now, what amount of auditor's certificates do you hold ?—A. Something in the neighborhood of one hundred thousand dollars.

Q. What are they worth in this market ?—A. I think about 48 cents.

Q. You are constructing the Tiber Creek sewer ?—A. Yes, sir.

Q. Do you know what is the whole amount of work that you have done since the 1st of January last?—A. We have not done but very little; I could not tell exactly—perhaps three hundred feet.

Q. What price are you getting for putting down the Tiber Creek sewer?—A. We get \$82.50 a foot.

Q. And furnishing all material?—A. Yes, sir; and doing all the work and making all the excavations to width. If there are caves, such as you saw the other day, of any importance, of course we expect to have extra compensation for them. The estimate for that work is founded upon the engineer's statement, of about 45 feet in width, I think, and so many feet in depth. Anything that should cave beyond that we were to receive extra compensation for.

Q. What is the actual width of your excavation?—A. The actual width of the foundation is 32 feet, I think, and slopes out 45 feet at the top, I think.

Q. What caves beyond 45 feet you claim extra for?—A. I think it is 45 feet. The engineer's statement will show that, upon which the contract was based.

Q. For what length did you get paid \$82.50 a foot?—A. For the whole length.

Q. What is its length?—A. I guess it is about forty-five hundred feet.

Q. What is the deepest excavation on that sewer?—A. Thirty-seven feet; but that is only in the hill at one point.

By Mr. THURMAN:

Q. Where does this sewer begin?—A. At E street and North Capitol street.

Q. Then your work is all on North Capitol street?—A. Yes, sir.

Q. You have not the contract northwest of North Capitol street?—A. That is in the Adams contract; Adams's contract empties into ours at North Capitol street and O street.

Q. You begin where his sewer strikes North Capitol street?—A. No, sir; we begin at E street, here.

Q. And end where his comes into O street?—A. We begin at the bottom and work up.

Q. Your contract is, then, from E street to where his sewer crosses North Capitol street, which is at O street?—A. Yes, sir.

Q. Did you receive from the board of public works a note to appear at this opening of bids?—A. I think I did. I would not be certain.

Q. Have you that paper here?—A. No, sir; if I received it it was simply a notice that there would be a meeting of contractors at that date. When we put in our bids the first of September, the board received them; and, if my memory serves me, they were all read and taken down—the bidders' names and what they offered to contract to do the work for. I remember they told us they would have a meeting at some future time, and they would give us the result of their action on those bids.

Q. Have you ever done any kind of work as to sewerage?—A. Yes, sir; we paved Maryland avenue and C street; we put in a small sewer on Delaware avenue, here.

Q. Bartlett & Williams?—A. Yes, sir.

Q. Have you any knowledge of any bidder not being invited to appear there at the opening of the bids?—A. No, sir; I have never heard of any one being prevented from attending it. On the other hand, if my memory serves me, all those who put in bids were there. I know



the room was full, and we were mingling together discussing the action of the board in reducing the rates below any of the offers.

By Mr. MATTINGLY:

Q. Did not some of your contracts require you to receive pay in sewer-certificates?—A. This last contract I have does.

By Mr. CHRISTY:

Q. Did you deposit, as required by the advertisement, the thousand dollars with the register of the city of Washington?—A. Yes, sir; also the five hundred for either the Tiber arch. I think five hundred dollars was required; I also deposited that.

Q. When did you first receive information that the contracts would not be awarded to the lowest bidders?—A. I never received any such information.

Q. Did not you bid with the expectation of a contract being awarded to the lowest bidder?—A. I did; it was in the case of Tiber arch. We were the lowest bidders there by about ten dollars a foot.

Q. Have you done all that work under the original award or price?—A. No, sir.

Q. Was there not a very large increase subsequently?—A. Yes, sir; also an increase of the material used in the arch.

Q. When was that increase to you made by the board?—A. It was made before ever there was any arch completed. I could not tell you exactly when. In the first place, our bid called for certain size arch. The engineer then had not confidence in the strength of that arch to hold the carriage-way, as this was to be built under Third street, and he required a greater thickness of brick, also more stone on the benches, and the increased price of Tiber arch was in proportion to the increased material used in its construction, or, in other words, I might state that our bid at \$75 was a few cents below what the engineers had estimated the cost of that work would be. They took the estimate of so much a thousand for brick, and so much for excavation; so much for stone-work. Then in the new plan the engineer gave us, we were allowed at the same rate, so much for brick, and so much for stone, and so much for excavation. That brought our price up to \$102.50, if my memory serves me right.

Q. You say there was a general discussion by the contractors at the meeting on the 14th of September, complaining of the price at which the board awarded the various contracts?—A. I remember my partner stated at that time—I think he stated it to the governor—that excavations could not be made at that price unless they were paid for the filling also.

Q. I do not want the discussion, simply the fact there was some. I will ask you this, if the contracts were not frequently taken by all to whom they were awarded?—A. That I could not tell.

Q. Were they not arbitrarily awarded to whomsoever they pleased?—A. No, sir; I do not think they were. I know we have had many contracts awarded to us that we have not taken—that we did not want.

Q. That you had not applied for?—A. Well, with one exception. That word "applied for" might leave a wrong impression, because bidders in putting in their bids oftentimes designate the streets. We did the same if I remember aright; we did not receive a contract for any street that we had designated in our bid, but received contracts for other streets.

Q. At what rates did you sell them, your sewer-certificates?—A. I sold some for 50 cents.

Q. Have you exchanged any of them for real property?—A. No, sir.

FREDERICK JOHNSON recalled:

Question. I find it stated in the seventh specification, under the first charge of the memorialists—

That said board of public works, without any previous public notice, likewise agreed with the said John O. Evans, and his said associates, and caused the same to be inserted in their contracts as follows, to wit: "Provided, that partial payments may be made under direction of said party of the first part, (the said board of public works,) otherwise than under the direction of said engineer, as provided above, if, in the opinion of the said party of the first part, the vigorous prosecution of the work will be promoted thereby," which provision is not in the printed blanks exhibited to bidders prior to the 1st day of September aforesaid, (see contracts Nos. 583, 293, 41, 27, 145, 190, 29, 42, 159, 31, 32;) thus enabling the said John O. Evans and his said associates to virtually prosecute said improvements without advancing any considerable capital on their part, and to receive pay in advance of any inspection or estimate of the work done by them; that said board of public works, likewise, to assist the said John O. Evans, and his said associates, permitted them to go as sureties for each other upon the bonds accompanying all of the contracts, so far as examined by your memorialists, and thus permitted Lewis Clephane to execute the bonds attached to contracts Nos. 293, 41, 145, 29, 42, 27, 159, 194, 31, 32, aggregating \$171,000; the said Lewis Clephane, at the times said bonds are alleged to have been given, not being worth over \$12,000, and thus, although by the rules and regulations of said board each contractor was required to keep the improvements made by him in repair for the period of three years, and such bonds being the only security required by said board of public works, each contractor by their rules being entitled to be paid in full on completion of his contract, that said board of public works likewise, to aid and assist the said John O. Evans, and his said associates, made certain exceptions in their favor in regard to keeping said improvements in repair; said rule to keep improvements in repair being universal in terms, and allowed said condition to be changed to keep in repair only one year. (See contracts of Lewis Clephane, Nos. 159 and 194.) That the said board of public works likewise, to aid and assist the said John O. Evans and his associates, unlawfully agreed to pay twenty-five cents per square yard for a wooden foundation for the "Miller wooden pavement" in excess of the original contract prices, and long after the period prescribed for the completion of said contracts had expired, (see extensions to contracts with Lewis L. Filbert, Nos. 31 and 32.) That the said board of public works granted these privileges and advantages to the said John O. Evans, and his said associates, after the said 1st day of September, A. D. 1871, and withheld all knowledge of their intention to make these special arrangements from the bidders outside, and ignorant of the existence of said confederation, although they were important elements to be considered in preparing their said bids or proposals.

Q. I will ask you whether you have made any examination of contracts entered into by the board of public works for the purpose of ascertaining whether this provision is limited by the contracts awarded to Mr. Evans and Mr. Clephane?—A. I have, and I find it is not limited.

Q. Can you state in how many contracts you find it incorporated?—A. I find it in nearly all the contracts up until the time the new printed blanks that were used after the first blanks gave out. With very few exceptions, it is in all. If it is not filled in, it was a mere clerical error in the contract office. In earlier contracts, it was a blank space there, and that was written in. Not always the same thing, but always the same idea would be conveyed.

Q. In this, however, it is excluded. What is the character of the work?—A. Of no aggregate amount of any great consequence, and sometimes the nature of the contract would not require anything of that kind, because, in contracts for furnishing tree-boxes, they would be paid for, not in certificates of the engineer office, or measurements of the engineer office, but upon the certificates of the officer or agent of the board designated for that purpose, who received the tree-boxes. The same in the case of man-hole tops and sewer-traps, or certificates of the superintendent of sewers, and in cases of a miscellaneous and similar character.

By Mr. CHRISTY :

Q. When were your blanks in fact prepared?—A. That I cannot answer.

Q. How long after the 24th of September?—A. That I could not say. I found them in the office when I first came there.

Q. When was that?—A. In November, 1871, I think.

Q. And they were then there prepared?—A. Yes, sir; and all contracts were drawn, and it was as much a part of the clerk's duty to put that paragraph in as to fill in all other portions that should properly go in.

Mr. J. C. LAY sworn.

By Mr. STANTON :

Question. Are you auditor of the board?—Answer. Yes, sir.

Q. You succeeded Mr. Meeds?—A. Yes, sir.

Q. You have been auditor since that time?—A. Yes, sir.

Q. Mr. Lay, in the 7th specification of the first charge I find it stated—a provision which I read a moment ago was inserted in certain contracts of Mr. Evans and Mr. Clephane, by which they were enabled to prosecute their improvements without advancing any considerable capital, and to receive pay in advance of any inspection or estimate of work done by them. Do you know whether any bills have been audited without some certificate or estimate from the engineer?—A. No, sir.

Q. Since you have been auditor have you in all cases audited bills upon evidence from the engineer?—A. Always; never without.

Q. You are the successor of Mr. Meeds?—A. Yes, sir.

Mr. STANTON. If the committee please, we desire to cite another extract from the journal of the board, having reference especially to the 8th specification of this first charge, in which it is stated that the board of public works allowed additional compensation to that provided for in said contracts, to the said Lewis Clephane, by increasing the amount to be paid for grading from 20 cents per cubic yard to the board prices established January 22, 1872. The extract from the journal I will hand to the reporter. It shows that this increase was general, and applied not merely to contracts of Mr. Clephane or Mr. Evans, but to all contracts. The order is as follows :

BOARD OF PUBLIC WORKS,  
DISTRICT OF COLUMBIA,  
*Washington, January 22, 1872.*

The board met at the usual hour.

*Ordered*, That the price of grading be fixed from and after this date at 30 cents per cubic yard, including the hauling, not to exceed 200 feet. For each additional 200 feet one cent additional per cubic yard will be allowed.

WILLIAM R. SMITH sworn.

By Mr. STANTON :

Question. You are public gardener?—Answer. No, sir; superintendent of the Botanical Gardens.

Q. You are a member also of the parking commission appointed by the board of public works?—A. Yes, sir.

Q. Who composed that parking commission?—A. Mr. Saunders, of the Agricultural Department, Mr. Saul, and myself.

Q. Will you state more precisely the position which Mr. Saunders and Mr. Saul respectively occupied?—A. Mr. Saunders is in charge of the



Agricultural Department; I am in charge of the Agricultural grounds; and Mr. Saul is a nurseryman of experience in this city.

Q. Are both Mr. Saunders and Mr. Saul experienced persons?—A. I think they have extraordinary experience in that matter.

Q. When was the parking commission appointed?—A. I could not tell without looking at the papers.

Q. How long have you been acting?—A. I think about two years; maybe more. I didn't recollect the date at all.

Q. Of what have you had charge under the board of public works?—A. We are an advisory board—advising them as to the most judicious manner to conduct the planting of trees, and also occasionally advising them as to the matter of parking.

Q. And sodding?—A. Yes, sir.

Q. Has the purchase of trees and planting of trees been done under the direction of the parking commission?—A. Yes, sir.

Q. Do you know what the price of planting trees under the board has been, including purchase and planting?—A. We recommended a certain price. It is very difficult to come at the exact cost, because one of the contingencies is the accidents that occur to trees in the streets. They have a great many enemies—dogs, men, horses—everything, in fact, seems to be an enemy. And malicious boys, also, destroy our work. One of the worst troubles is the maliciously mischievous people destroying the trees.

Q. What is your estimate of the cost?—A. Here is a paper. The estimate is six dollars.

Q. Will you give the items that enter into that aggregate?—A. Here it is. (The witness then read as follows:)

WASHINGTON CITY, April 21, 1874.

*Hon. Board of Public Works :*

GENTLEMEN : In answer to your request, asking for a detailed statement of the cost of tree-planting in this city, the following statement is submitted :

1. Collecting surface-earth and street-manure, and mixing and preparing the same.....	\$0 50
2. Digging and picking out hole.....	30
3. Removing clay from hole, three loads.....	75
4. Hauling prepared earth, three loads.....	75
5. Cost of tree, insured to grow.....	1 25

That, I think, is a little too low; but in making up this estimate, Mr. Saunders and myself had to guess as near as possible at these various items.

The witness resumed the reading, as follows :

6. Planting and transportation from nursery or depot .....	\$0 20
7. Box .....	90
8. Stakes for box; putting up and strapping trees .....	35
9. Whitewashing box and repairing damages to same for one year.....	30
10. Repairing around the tree.....	60
11. Distributing-box .....	10
Total .....	6 00

Respectfully submitted.

W. R. SMITH,  
*Chairman.*

WM. SAUNDERS,  
*Secretary Parking Commission.*

Q. What have you to say in regard to the reasonableness or unreasonableness of that estimate?—A. I think that is a fair estimate, and it is as cheap, when well done, as it is in any city in the world. In Paris they

cost double that. In Paris they usually take trees and grow them: even our common plane-tree or button-wood, as it is called, is grown for five years before they will risk it in the street. They give it five years' training. We aim at that in our reserve garden out here at the poor-house. We have not been able to give them that length of time, although it is much better to do it. For instance, we have ventured to dig trees out of the woods, and plant them in the street without any preparation, and I am almost certain we will lose fifty per cent. at least if they do not all die. And if they do not all die we will probably wish they had, for they will probably drag out a poor existence. Nothing is pretty in a half dead condition. When they are healthy, vigorous trees, then they are an ornament; but sickly trees are not. I almost regret we ventured on that experiment. These trees cost nothing but the labor, it must be remembered.

By Mr. MATTINGLY:

Q. If they do not die you think they ought to?—A. Yes, sir; a good many of them.

By Mr. STANTON:

Q. What has been the quality of trees planted in this manner under direction of the board?—A. The best collection of trees planted in the streets of any city in the world. I was looking last night at Horstman's list, and his best tree is our American plane. Then that is our cheapest, if I might use the term, meanest tree. We go and take the higher class entirely. For instance in one street (Sixteenth street) we put a magnificent tulip poplar, the queen of trees, if I may use the expression. Again we ventured and are inclined to transplant here the Chicago maple, another magnificent tree not tried anywhere else in the streets.

Mr. HAMILTON. They are in my place.

Mr. WILSON. We have got the prettiest ones you ever saw at my home.

The WITNESS. What I say is that they have not got them in a wholesale way in the streets. We have them here. Also in Georgetown they had magnificent ones. The finest tree we have probably selected for the avenues is the American elm, of which there is a magnificent specimen, supposed to have been planted by General Washington, right out here. That avenue out there is planted with them, and on the avenues generally we are planting elms—the English elm. The English elm has given a bad reputation to the elms in this country, because it is eaten up by insects. One of our chief troubles is the insect. They are small enemies, but so numerous that it is more difficult to overcome them than larger ones.

Q. In the testimony of Mr. William Douglass, who was examined here, I find it stated that he furnished trees to the board of public works at the rate of \$40 per one hundred. Are you aware of the purchases made from Mr. Douglass?—A. I recommended the purchase.

Q. What do you say in explanation of the rate paid to him, and the price it costs the board to plant trees?—A. We will take those trees and grow them for two and probably three years before we plant any of them. There is great risk always. All men of my profession know the danger of taking trees from the woods or the fields and taking them from uncultivated grounds.

Q. Then the trees were bought from him as they were gotten from the woods, were they?—A. Yes, sir; and transplanted to the poor-houses, and some of them are down there, and some at the poor-house grounds in Georgetown.

Q. When was that nursery started at the poor-house?—A. At the beginning.

Q. Was it done by the board of public works?—A. Yes, sir; at our request. The idea was taken from Paris, where they have forty acres of ground devoted to the purpose of growing trees alone, independent of the other nurseries for growing plants and flowers for the decoration of Paris.

Q. Then, as I understand it, these trees, for instance, as bought from Mr. Douglass, were brought from the woods and then transplanted to this nursery, and selections afterward made from them?—A. Yes, sir.

Q. And some of them died, perhaps, in the nursery?—A. A good many. We expect to lose in the nursery, and we expect to expend labor in improving them there; but, as I said before, we have risked some of these in the streets, and I think if I have made any mistake it is in recommending that. For instance, I made a present to the board of public works of 2,000 trees. They were planted right in the streets in some cases—a few of them, say about 200 of them, of this tulip-poplar. I do not consider that it is a good plan to do it. I made the recommendation because of the anxiety I felt to have the city decorated with trees.

Q. Some testimony was given here about the cost of sodding and the price paid for sodding around the botanical grounds. You may state what knowledge you have of that subject?—A. Mr. Clark, the architect, who disbursed the money had charge along with himself. He got some sodding done for 25 or 30 cents, and there were other bids from experts; 40 and 25 cents were the bids of the other two; 25 cents was the bid of Mr. Sullivan. That was a peculiar case. He said he was determined to have it—he must have work for his horses; and I do not think that is a fair sample of work of that kind to be done. While it was done under my own superintendency, and done really well, considering it was the last of the season, we had scarcely time to do it. In fact, the sods were all put down frozen and then fixed a little afterward.

Q. What season of the year was it?—A. Just at the end of last season.

Q. It was done, then, when he had not other appointments for his horses?—A. The other two were forty and forty-five cents; and the sum was discussed, and he said he would not do it for less. Three horses and a boy, and he put in eight inches of soil and sodding.

Q. I understand you to say that all these bids were influenced by the consideration that it was the season when there was no other occupation?—A. Yes, sir; it was cash.

Q. What was included in that job?—A. Only on First street; a little strip.

Q. Was there any grading or anything of that sort?—A. No grading; I had first taken away all the superfluous material, and taken care to make it eight inches. I do not think any sodding should be done that has not sufficient soil underneath it.

Q. Then the proportion of the ground was not included in that contract?—A. Not at all; I loosened up the soil underneath, which is one of the requirements of the specifications as prepared by Mr. Saunders and myself, and sent to the board for their guidance, published with the name of the board attached to it.

Q. This piece of ground is level, is it not, and the job is a comparatively easy one?—A. It is what we would call a smooth, easy job, and I would not cite it as a criterion to go by at all. I do not think, if Mr. Clark's attention was called to it, that he would. Mr. Clark consulted with me in these matters very often.



Q. As a general thing, how has sodding been laid under the board of public works?—A. Sodding has been laid, as a general thing, very well.

Q. Do you know who fixed the price for which sodding was done under the board?—A. Mr. Saunders and myself recommended 50 cents.

Q. Do you regard that as a reasonable price?—A. I think it is a reasonable price, and a fair price for sodding and putting the soil underneath.

Q. You and Mr. Saunders prepared, also, the specifications, did you not?—A. Yes, sir.

Q. And that was prepared with care?—A. Prepared with care; it was prepared, I may say, by Mr. Saunders, and indorsed by me; few men have had as much experience as Mr. Saunders.

Q. What was the price originally fixed by the board, do you know? Was it not 25 cents?—A. I do not exactly recollect how the various questions were discussed by us, but the final conclusion was to put the requisite amount of soil and sod and pick up the soil underneath, &c. I know that it was worth that, and I think so still.

Q. A witness by the name of Huber has testified here that some public property was taken to build a stable of yours. He says:

I received a request from Mr. Smith. He is the chairman of the parking commission of the Botanical Gardens—the superintendent of it. We had some requests for boards, some 300, 400, or 500 feet. He made me go to work and help to build stables for the contractors, and I was paid by the board. I built one for Coglin—he is a contractor, and one for Henry Burkhardt, and one for Smith himself, for a carriage-house that he had in Burkhardt's yard.

What have you to say in regard to that?—A. That it is a lie. It is a willful and malicious lie.

By Mr. THURMAN:

Q. Did he build any house for you?—A. I never owned a stable in this city in my life, and never knew that there was a stable, until I read it in that testimony.

Q. You say you never knew there was a stable.—A. I mean in that place in Burkhardt's yard. I may say that the horse that I owned was in Burkhardt's stable, for the use of the superintendent and myself to go about inspecting and examining the works.

Q. Where is this yard?—A. It is somewhere down in that neighborhood; but I never was there, and I could not tell you; the superintendent lived out there; and I asked him to hire a stable somewhere in that neighborhood, and he had a buggy there that he used in the morning to go around, and see me before my office hours. He hired a stable from this man Burkhardt, but I authorized no such thing, and knew of no such thing.

By Mr. STANTON:

Q. This Huber was discharged, was he not?—A. Work was suspended, and he was: we had no further use for him, and we could get good men for less money to do the work. But I won't say anything of the man's character, because it would be considered that I was prejudiced, he having accused me—made an accusation which is false, of the falsest kind.

Q. I would like to have your general opinion as to the course which the board of public works pursued in parking—the general plan, and arrangement, and the cost.—A. With reference to the cost, except in the matter of trees and the price paid for sodding, I have no knowledge. The plans that they have adopted, as a general thing, while I was opposed to some of them at first, I have changed my opinion *in toto*—they

are right, and I was wrong. In the matter of Massachusetts avenue, for instance, I thought for a long time, and was very zealous and anxious to secure its parking in the center. Certain plans that I had in common with my associates were thwarted by that—a feature which would have been an interesting one. I was very anxious to see along that magnificent avenue all our American oaks, for instance, in which I take a special delight. But I think that the plan adopted now by the board of public works will make it the most magnificent avenue probably in the world. Four rows of American lindens planted and cared for judiciously will be a magnificent feature if carried out. You can see specimens of American lindens, as it is proposed to train them, in the Botanical Garden. I have seen Paris, and I have seen *Unter den Linden*, in Berlin, and I think this will far exceed that. The American linden is superior to the European linden for the purpose. The *Unter den Linden* tree looks squatty, and our tree grows much higher, but, strange to say, they have not adopted it to any great extent anywhere else except here. It is the first time, I think. We came to that as a necessity. We were disappointed in our plans, and adopted this, and I now think, for artistic beauty, it will make the most magnificent avenue on the face of the earth in any city.

By Mr. STANTON:

Q. State whether your services have been rendered to the board gratuitously?—A. Entirely.

Q. And of your associates, also?—A. Of Mr. Saunders and Mr. Saul in the same way. We meet once a week for discussion—at least we proposed to meet once a week; we are not as regular as we used to be. We give our services without fee or reward, except the honor we expect for being associated with the planting of this city with trees.

Q. During the active progress of the work you did meet for consultation once a week?—A. Yes, sir; whenever necessity required anything to be consulted about, we met every Thursday evening.

Q. Have you and your associates taken pride and interest in this work and given it your best attention?—A. We have.

By Mr. CHRISTY:

Q. How long since your nurseries have been established here?—A. It was one of the first things that we did when we commenced the parking.

Q. State if the trees first planted were not largely brought from the forests.

The WITNESS. What kind of trees do you mean?

Mr. CHRISTY. The trees generally planted throughout the city here. I am speaking now entirely of the trees planted by the board of public works.

A. No, sir; they were brought from the nurseries North.

Q. What did your trees cost you or the board?—A. They cost from nothing up to a dollar.

Q. How do you explain the cost of those that cost nothing?—A. I made a present of two thousand.

Q. For so many as were purchased, what did you pay?—A. I have paid from three cents to a dollar.

Q. Was not the larger proportion of them purchased at twenty cents a piece?—A. No, sir.

Q. Would the purchase average about twenty cents?—A. Yes, sir; they would average—I cannot say positively, but about fifty cents.

Q. The average price would be about fifty cents?—A. I think so; but recollect that a large number of these trees that were purchased for

fifty cents were not ready to go into the ground, and some that I purchased for twenty cents, large trees, from the nursery in Philadelphia, met with an accident when they arrived here. They were caught with frost and were killed, and they had to cut them down; and it will take them five years before they are ready to go into the streets, and some of them are dead entirely.

Q. In other words, there has been a very large difference in prices paid for trees; that is true?—A. Yes, sir; that is true.

Q. And yet you charge the same prices to all parties for trees; there is no discrimination?—A. No discrimination was recommended. It would be impossible to discriminate.

Q. I am not asking as to the possibility or the feasibility but simply as to the facts.—A. Do you state my facts, or must I state them myself?

Q. I want you to state the fact and not the reason. I want to show that trees have been charged at a fixed price, in all instances, against property-holders, and yet a very great difference in the varieties and qualities planted.

Mr. HAMILTON. That is an argument. Put your question; you stated what you wanted to show. Ask him distinctly what you want him to state.

By Mr. CHRISTY:

Q. Have you not charged the same prices for trees without reference to the cost to the board of public works?—A. We have charged nothing. We have simply recommended that uniform prices be charged for the trees.

By Mr. MERRICK:

Q. You have not superintended this business personally, as I understand?—A. I have given it a good deal of personal attention.

Q. Have you actually superintended the planting of trees in this city?—A. No, sir.

Q. You have only recommended a scheme and a plan?—A. And seen that the trees were looked after. I have visited the workmen every day when work was going on.

By Mr. CHRISTY:

Q. You speak of sodding, and state this: that if done according to the specifications of the board, 50 cents a square yard would not be an unreasonable price. Have you given the matter of laying the sod any attention; have you observed the sodding done for the board of public works?—A. Yes, sir.

Q. State the places where you have seen these specifications complied with in this city.—A. Around the Botanical Garden.

Q. Any place else?—A. On some of the streets leading from there.

Q. What streets?—A. Maine avenue, I think, in part. I did not see it all.

Q. Any other street or avenue?—A. No, I could not name any other street where they have been. My memory would not serve me as to that.

Q. As to Maine avenue, you say that you saw the plans complied with; that is what you saw—six inches of dirt and eight inches of loam placed under the sod two inches deep?—A. Not entirely; in part.

Q. What parts of it did you observe, or part of it?—A. Near the gardens, opposite the square, near Fourth-and-a-half street.

Q. Then you only speak positively of the sodding around the Botanical Garden and a small portion on Maine avenue, that is near to the



Botanical Garden?—A. Yes, sir. I could not speak positively as to Maine avenue.

Q. Is not this the fact: that your general observation teaches you that the specifications have been disregarded?—A. I think they have not been complied with.

Q. Do you know how the planting of the trees is paid for—whether they are planted by the day's work?—A. Day's work entirely.

By Mr. WILSON:

Q. I have looked at your report of your parking commission for 1872 and for 1873 both, and through the governor's Answer, and I cannot find in any place any statement as to what this tree operation has cost. Have you kept any account as to what it has cost?—A. We did not; the board of public works attended to that matter.

Q. Do you know whether the board of public works kept any account of the cost of these trees?—A. They kept an account of the men's time; it is kept regularly where they are at work.

Q. This matter of the cost of trees, then, is———A. Arbitrary; entirely arbitrary.

Q. Is not that a little sort of a fancy sketch, sir?—A. Not a bit of it, sir.

Q. How large are those holes dug?—A. We took a square yard of material.

Q. In the first place, you took up the pavement?—A. Yes, sir.

Q. Then you dug out the holes and carted away the dirt?—A. Yes, sir; the soil here is very poor.

Q. I understand that. Now I notice, in your statement that you read here a moment ago, that you charged 60 cents for laying that pavement down again, with the brick all there ready to your hand. Is not that a little steep?—A. I do not think it is.

Q. Do you think that 60 cents is a reasonable price for laying down a yard of pavement, and the bricks all furnished?—A. You have to pay a high price for the bricklayer, and the bricklayer or paver gets \$3 or \$3.50 a day.

Q. I notice here that the bids for putting down brick pavement and furnishing the brick is only 80 cents a square yard?—A. Yes; but you can lay a square yard quicker than you can put an edging on. You have got to break your brick.

Q. That is your estimate as to the price?—A. Yes, sir; I regard it as very reasonable, always bearing this in mind, that the trees are to be replaced if they die. For instance, you may have to do it over again in certain cases two or three times. If a horse drives over the tree-box, that has to be replaced, and it is no further expense to the property-holder.

Q. No tree ought to die if it is planted as well as you planted yours here?—A. O, yes, it will. With the best physician, people die; and as with them, so with trees.

By Mr. THURMAN:

Q. How deep is the excavation?—A. Two and one-half or three feet

By Mr. WILSON:

Q. I have one word further. I see you have charged \$13,236 for trees and boxes on Massachusetts avenue, and I want to know whether they will grow and make it the most magnificent avenue in the world?—A. If they are carefully attended to after they are planted, and we have

a good class of citizens living on it; because that is one of the great troubles. With low groggeries and such places, we cannot keep trees alive, to save our souls. That is the greatest trouble we have. Gentlemen who keep mean liquor of any kind, it acts on the trees so as to kill them at once.

By the CHAIRMAN:

Q. Are these all linden-trees on Massachusetts avenue?—A. All American linden.

Q. Is that what the common people call the linn-tree?—A. The linn-tree—the basswood.

By Mr. WILSON:

Q. That avenue has been selected as being the place to put these linden-trees on?—A. Yes, sir.

Q. Are those regarded as the most expensive tree?—A. They are a very expensive tree; slow to get up to a proper height.

Q. Do you think you can plant them at \$6 apiece?—A. Yes, sir.

Q. Why can you not plant the cheaper trees at a good deal less price?—A. We were to give a recommendation that would be general.

Q. If you were to plant in front of my property a tree that is worth a quarter of a dollar, and in front of Senator Thurman's property a tree worth a dollar and a quarter, it would not be fair to charge me the same price you did him, would it?—A. Well, you see, you only pay for one-sixth, as I understand—

Q. It does not make any difference whether I pay for one-sixth or pay for the whole, in the view I take of it.—A. When that is divided it comes to be a small matter.

Q. But you know these drops make up an ocean?—A. That is true, and the object I had in view was to get these trees carefully attended to and well planted.

Q. You wanted to get everything magnificently fixed up here?—A. Yes, sir; that was my object.

By Mr. THURMAN:

Q. Where do they get these linden-trees?—A. They come from Western New York.

By Mr. MATTINGLY:

Q. How much more do they cost apiece than other trees?—A. About twenty or twenty-five cents.

By Mr. THURMAN:

Q. At what age are they set out?—A. I would prefer, for instance, that I should have them in the nursery for a year. They are set out—about five or six years.

By the CHAIRMAN:

Q. How are they doing on Massachusetts avenue?—A. The last time that I looked at them—I have not been there for two weeks—they had not begun to bud and I could not tell, but they seem to be doing very well.

By Mr. WILSON:

Q. There are about three-fourths of them that have not been planted on Massachusetts avenue yet?—A. We are planting to-day. The holes are prepared, and we have the trees in hand.

Q. That is very poor consolation to a property-holder.—A. That preparations are being made for decorating his home?

Mr. WILSON. But after he has paid for it he thinks he ought to have the tree.—A. The trees are to be paid for before we get them here.

By Mr. THURMAN:

Q. What kind of soil is there on Massachusetts avenue?—A. Mixed—clay and gravel.

Q. That tree grows in great abundance in my State, but it only grows on rich land.—A. And on limestone; we are taking care to provide it with limestone.

Q. What kind of earth do you fill up these excavations with?—A. We get top-soil as good as we can possibly get. It is hard to obtain; sometimes we have to haul it two miles. We get little pieces of it here and there and have it stored in some places. For instance, our chief store is about a mile from here. We have a lot out there. All around here you have to haul the soil either from Lincoln Square or over near the monument. That is what makes the thing expensive.

By Mr. WILSON:

Q. The growing of that tree here is really an experiment?—A. It is no longer an experiment.

Q. I do not mean down in your garden; but it is as a shade-tree along the sidewalks?—A. You can see about it if you come down there; there are living specimens that will tell their own story.

Q. How long have they been growing there?—A. They are ten years old.

Q. How large are they?—A. They are 25 feet high, and in two exact columns, planted for the purpose of education on that subject.

By Mr. MERRICK:

Q. How old are they?—A. I think they have been planted about ten years.

Mr. WILSON. I would like a statement from the board of public works as to the cost of these trees. I was looking through the Answer of the Governor, and I could not find anything as to the cost of them. It enters into the general cost of the construction of improvements by the board, and we will have to have them before we get through.

Governor SHEPHERD. I will have them made up.

Mr. STANTON. I have here a report dated May 17, 1873, made by the parking commission, in which they state that they have calculated the cost of each tree and find it will be \$6, coinciding with Mr. Smith's testimony. It reads as follows:

OFFICE PARKING COMMISSION, CITY HALL,  
Washington, D. C., May 17, 1873.

DEAR SIR: The parking commission respectfully state that they have carefully calculated the cost of each tree planted by the board of public works in the streets of this city, and find that it amounts to the sum of \$6.

#### ITEMS OF EXPENDITURE.

1. Cost of tree.
2. Transportation of tree.
3. Collecting and preparing compost.
4. Digging hole, and removal of three loads of soil.
5. Hauling three loads compost to each hole.
6. Planting tree.



7. Cost of box for tree.
8. Placing box.
9. Whitewashing box.

Very respectfully,

WILLIAM SAUNDERS,  
*Secretary Parking Commission.*

HON. A. R. SHEPHERD,  
*Vice-President Board of Public Works.*

BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA,  
*Washington, May 20, 1873.*

Respectfully referred to the auditor.  
By order of the board.

CHAS. S. JOHNSON,  
*Assistant Secretary.*

I have also a report of May 10, 1872, relative to the cost of sod and soil, upon which the price was fixed at the rate of fifty cents, as follows:

*To the Board of Public Works:*

With reference to the subject-matter of Mr. Murdock's letter, which is herewith attached, it will be recollected that, in giving an opinion relative to the cost of sodding, it was expressly stated that sod could be furnished and laid for 25 cents per square yard. This had nothing whatever to do with furnishing soil or grading, except so far as merely making a smooth surface for the sod.

It is difficult to present a scale of prices for such work. In filling up low places it is frequently just as easy to use good soil as to use bad soil, but where the entire depth of 8 inches of good soil has to be provided, then it might be considered an equivalent to add 25 cents per square yard, in addition to the price of furnishing and laying sod. The superintendents might exercise due discrimination in this matter.

WILLIAM SAUNDERS,  
*Secretary Parking Commission.*

BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA,  
*Washington, May 10, 1872.*

Respectfully referred to the auditor, who will please investigate the within-mentioned matter and report a fair price, to be established by the board.

By order of the board:

CHAS. S. JOHNSON,  
*Assistant Secretary.*

Respectfully returned with report that no arbitrary price can be fixed for sodding that would be fair in all cases. Both soil and sods will have to be hauled on some jobs a much greater distance than on others; in some instances both soil and sods will be obtained by the contractor for nothing, while in others they will have to be paid for.

Should it be determined to fix an arbitrary price I would report that fifty cents per square yard is a fair price for furnishing soil and sods and laying the same according to the specifications of the board.

BENJAMIN N. MEEDS,  
*Auditor Board of Public Works.*

MAY 15, 1872.

I fully concur in the above statement, and add that in my opinion three inches of good soil is quite enough under sodding.

R. C. PHILLIPS,  
*Chief Engineer.*

MAY 15, 1872.

MAY 17, 1872.

Respectfully returned to Benjamin N. Meeds, esq., auditor, approved. Fifty cents per square yard will be allowed for the within-mentioned work.

By order of the board:

CHAS. S. JOHNSON,  
*Assistant Secretary.*

WASHINGTON, D. C., May 4, 1872.

SIR: I have before me a circular of the board of public works, bearing date April 24, relative to parking, which calls for 8 inches of soil and 2 inches of sod.

The contract price fixed by the board is 25 cents per square yard for parking, and I would ask your attention to the fact that it is utterly impossible to put any soil under the sod for that price, and respectfully ask that you will call the attention of the board to the matter, and have them fix a price for soil so that contractors on such work may know what to do.

If you will be kind to communicate the decision to me, I feel very much obliged to you.

Respectfully,

W. C. MURDOCK,  
*Superintendent New York Avenue.*

P. S.—After a careful examination of the figures, I should say that 8 inches of good soil would be worth 50 cents per square yard.

W. R. SMITH, Esq.,  
*Chairman of Parking Commission, Board of Public Works.*

I also offer a communication addressed to the parking commission on September 22, 1873, by the board of public works, informing the parking commission that in future no payment for parking will be made unless vouchers are accompanied by a certificate from the parking commission that the work was done in accordance with the specifications, and the same in regard to parking fences.

They are as follows :

BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA,  
*Washington, September 22, 1873.*

SIR : I am directed by the board to notify you that all accounts for parking and parking-fence must bear your approval before any settlement will be made.

The only exception to this order will be the fence constructed on New York and Pennsylvania avenues.

Very respectfully,

CHARLES S. JOHNSON,  
*Secretary.*

W. R. SMITH, Esq.,  
*Chairman Parking Commission.*

BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA,  
*Washington, September 22, 1873.*

SIR : I am directed by the board to inform you that, in future, no payment for parking will be made unless the vouchers are accompanied by a certificate from the parking commission that the work was done in accordance with the specifications.

Very respectfully,

CHARLES S. JOHNSON,  
*Secretary.*

W. R. SMITH, Esq.,  
*Chairman Parking Commission.*

The committee here adjourned to 10 o'clock a. m. to-morrow.

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MAY 1, 1874—11.35 a. m.

A. B. KIRTLAND sworn and examined.

By the CHAIRMAN :

Question. Your name, sir, has been familiar to the committee for some days in connection with what is known as the De Golyer & McClellan contract with the board of public works of this District. I wish you would state to the committee all that you know in regard to that subject. Tell all the facts.—Answer. Well, Mr. Chairman, I came here without counsel at all; I put myself right in your hands. I suppose you are as much my counsel as anybody. I have no statement to make, and no grievances to make; nothing to complain of. I shall be frank and brief. I hope that you will get all there is about the \$72,000 out

of me in a few minutes—that is, all I know about it. I have no statement to make whatever. I have not prepared any statement. If you will tell me just what you want, I will try and be brief and answer you frankly.

Q. Were you in the city of Washington in the winter of 1871-72?—A. Yes, sir; I think I came here in December, 1871.

Q. When did you first become acquainted with Mr. George R. Chittenden?—A. I became acquainted with him at the Arlington Hotel; but what the time was I do not know. I met him at the table.

Q. What arrangement did you enter into with him, having reference to the procuring of contracts from the board of public works?—A. He told me that he had a margin of 50 cents from his principals to give to any person who would be influential in getting them a contract, and I went to work on it on that basis.

Q. On the basis of 50 cents?—A. He said that was what the margin was.

Q. Were you to receive 50 cents per square yard?—A. He was to pay 50 cents. I got at the rate of about 36—at 36, I think. I asked him no questions as to what he did with the balance.

Q. Why did you make that arrangement with Mr. Chittenden: had you any means of procuring contracts?—A. Only to work at them.

Q. How, sir?—A. Only to work at them.

Q. How did you work?—A. Well, I do not think that has anything to do with the matter that you have before you. I worked in a good many different ways.

MR. STEWART. That is the very thing we want to know—how you did it; how you worked, and who you worked with.

By the CHAIRMAN:

Q. We want to know what you did.—A. Well, I didn't work with any member of the board, nor anybody connected with it.

Q. With whom did you work?—A. I do not know as I worked with anybody.

Q. You never spoke to anybody on the subject?—A. Why, yes; I have spoken to several on the subject.

Q. Well, to whom?—A. Well, to thousands, perhaps.

Q. Did you ever speak to Governor Shepherd?—A. Never, in relation to a contract.

Q. Nor to Governor Cooke?—A. Never.

Q. Nor to any member of the board?—A. Nor any member of the board.

Q. Did you ever appear before the board?—A. No.

Q. Did you have any conference or interview with any gentlemen that you expected would appear before the board with reference to it?—A. Never.

Q. Did you have any interview with any one that you expected would speak to any member of the board upon this subject?—A. Yes; I think I did.

Q. Who?—A. William A. Moore.

Q. Who is he?—A. William A. Moore testified here before you, I believe; I presume he is a partner now of Mr. Shepherd; at that time he was not.

Q. You spoke to him?—A. Yes, sir.

Q. When did you speak to him?—A. I spoke to him about the time that I commenced work upon this contract.



Q. Did you speak to him before you had concluded your arrangement with Chittenden?—A. No, sir.

Q. You had made your bargain with Chittenden first?—A. Yes, sir.

Q. Then you spoke to Mr. Moore?—A. Yes, sir.

Q. What did you expect him to do?—A. Well, I did not expect him to do much, except to ask Mr. Shepherd how that contract—what the board had done from time to time, and to keep me posted.

Q. To keep you advised?—A. Yes, sir; so that I could report to Mr. Chittenden.

Q. He promised to do that?—A. I don't know as he promised to. He said he would do all that he could through the clerks, perhaps, in the office—the secretary.

Q. He promised to help you in that way, did he?—A. No, he didn't promise anything of the kind. He said, as a friend, he would do what he could.

Q. Did he?—A. I don't know. I have no knowledge of it.

Q. Did you ever speak to him afterward. Is that the only interview you had with him?—A. O, I was in there several times. He was an old acquaintance and a particular friend.

Q. You spoke to him, though, again about it, did you not? You had more than one interview with him on this subject before the contract was let?—A. I think I did. Yes, sir; before the award was made.

Q. Did he not report to you from time to time?—A. Never until I went for him.

Q. How, sir?—A. He did not report to me, except that I went to the store.

Q. Of course I understand that; you went to the store to find out how matters were getting on, and he would tell you?—A. He would tell me if he knew anything; it was very seldom that he knew anything.

Q. Then you would report to Chittenden?—A. Yes, sir.

Q. What would you tell him?—A. I would tell him that things were progressing as fast as they could.

Q. Mr. Chittenden makes the same statement; he says that is what you reported to him. Did you have any conversation with anybody else except Mr. Moore?—A. Not in regard to this contract.

Q. Nobody else?—A. No, sir.

Q. At no time before the award?—A. At no time; nobody connected with the board or in Washington.

Q. I am not speaking of that; I am speaking of any gentleman who helped you in any way, whether in Washington or out of it.—A. No, sir; nobody helped me at all. I do not know that Colonel Moore did.

Q. You had no other one that you spoke to on the subject?—A. No, sir; I have spoken to thousands, and written to them—my friends.

Q. I do not mean in that sense; I mean in the sense that you expected either to acquire information from them, or influence with the board.—A. I have inquired of clerks up in the office there whether the award had been made, from time to time.

Q. You went into the office of the board of public works occasionally?—A. I went in there once or twice, to the contract-office, to see if that contract had been on file, or something of that kind.

Q. But you spoke to nobody except Colonel Moore on the subject, with a view to secure influence with the board?—A. Well, I did not suppose he had any influence; in a friendly way he would ask Mr. Shepherd, I suppose, what prospects there were, or something of that kind.

Q. But he is the only person that you expected to acquire information from upon the subject?—A. He is the only person.

Q. Did you know the Rev. William Colvin Brown?—A. Yes, sir.

Q. Did you ever speak to him on the subject?—A. We have had conversations in regard to it.

Q. General conversations?—A. Yes, sir. I did not know that he was interested in it at all.

Q. You did not?—A. No, sir; had no idea of it; I knew he was intimate with Chittenden; I met him in the room.

Q. He had no part of your thirty-six cents a yard?—A. No, sir.

Q. And you were not relying upon him at all to do any service?—A. No, sir; I do not think I would rely upon Brown for anything.

Q. Did you not have some other party that you relied upon in some way to help you with the board in securing this contract?—A. I never spoke to a party except those that I have mentioned, sir.

Q. I did not ask you whether you ever spoke to anybody; but did you not rely on somebody outside of Colonel Moore to influence the board of public works?—A. Well, I do not exactly comprehend the question, sir.

Q. You say to the committee that Colonel Moore was, in a friendly way, to help you, and that you never spoke to any member of the board of public works. Now, how did you expect to succeed, unless through somebody that could help you with the board; and if there was any such person that you spoke to or did not speak to, who was that person?—A. I do not know what influence anybody around town would have with the board to secure this contract. I presume there are a dozen. Mr. Chittenden told me of nobody that had any interest in the contract; he did not tell me about Brown.

Q. I am not asking you about Mr. Chittenden. You undertook, with Mr. Chittenden, to secure this contract?—A. Yes, sir.

Q. For a consideration. Now you state to us that you never spoke to a member of the board?—A. Yes, sir.

Q. And that you only relied upon Colonel Moore in a friendly way to help you. How did you expect to succeed?—A. I expected the pavement was good, in the first instance, and I presumed the contract would be awarded.

Q. You expected, then, to succeed, not upon anything you would do or have done?—A. The appropriation was made. They wanted the contract, and I did not suppose the contractors would have come here if an appropriation had not been made. The appropriation was made and they had the contract.

Q. Then you expected, in other words, to do no service whatever for the amount of money you were to receive. Is that what you mean?—A. The person that employed me was satisfied, and I was satisfied.

Q. Is that what you mean to have us understand, that you expected to do no service—to perform no service for that?—A. My principal was satisfied and I was satisfied.

Q. That is no answer to the question. I want it answered.—A. What do you want answered?

Q. You expected to receive 36 cents per square yard and render no service in return? Is that what you want us to understand?—A. I think I rendered some service.

Q. What?—A. I was here about five months.

Q. What did you do? That is just what we wanted to find out.—A. It would take a long time to tell what I did.

Q. We have plenty of time to hear all that you did in relation to this

contract.—A. Well, you will have to ask me questions; I cannot tell you. If you will tell me what you want to prove—I do not know what the case is, and I have paid no attention to it. I do not know what the charges are against the board of public works.

Mr. THURMAN. You need not trouble yourself with what the charges are against the board of public works.

By the CHAIRMAN:

Q. Did you do anything whatever for this \$72,000 which you received in notes?—A. I consider that I did.

Q. What did you do? Just give us one single item of work that you did.—A. I reported day by day to Chittenden.

Q. Reported what?—A. That the thing was progressing, and that there was a very fair chance that we should get the contract.

Q. How did you know that?—A. From the fact that the pavement was good, and he stood as good a chance as anybody.

Q. Not from anything anybody told you?—A. Not from anything anybody told me.

Q. Now, do you think that was an important performance on your part to report to Chittenden every day that he had a good pavement, and that you thought he stood as good a chance as anybody? Do you consider that as important work?—A. I do not know; I think it was pretty important—yes. I have nothing in the world to conceal here, Mr. Chairman, at all, and I am willing to answer all questions frankly, touching the board of public works. They have never received a dollar of that money; no member, and nobody connected therewith; and injured more than it has benefited me.

By Mr. HAMILTON:

Q. You seem to have been disposed to evade giving evidence here. Have you not kept out of the way of the board, and out of a subpoena?—A. I came here two weeks ago.

Q. Answer that question first. Have you not kept out of the way purposely and designedly to avoid giving evidence in this case? Say yes or no.—A. Well, I will say—

Q. Yes or nay; now, let us have an answer to that question, one way or the other. Have you or not kept out of the way of the process of the committee—avoided being a witness here purposely and designedly?—A. No, sir.

Q. You say not?—A. No, sir.

By the CHAIRMAN:

Q. Colonel Kirtland, you tell the committee now that you have nothing to conceal. That being so, I want you without any reservation to tell us what you did—what negotiations you made—what transactions you had with people, or with any person whatever relating to this contract.—A. Well, I told you I had no statement to make, Mr. Chairman. What is it you want me to answer?

Mr. THURMAN. The truth.

The WITNESS. Well, you are obliged to believe that, ain't you? I am under oath.

Q. Well, then give it. He asks you what you did to earn that money? Now, you know what you did.—A. I have told you what I did.

Q. Have you told us all you did?—A. Yes, sir.

Q. Do you pretend that \$72,000 was given to you to go about the streets here, and then report to Chittenden every day that things were



progressing? Do you expect us to believe that, sir?—A. I told you you would have to believe me under oath. Don't you believe me?

Q. Not if you stop there, I don't; I tell you that, frankly.—A. Well, you are obliged to believe me.

By Mr. THURMAN:

Q. Nobody else would, either. You know what you did with it. Did you promise any of that money to anybody?—A. I did after I got it.

A. To whom did you promise it?—A. Well, I promised a portion of it to William G. Moore.

Q. Why didn't you tell us that before? You were asked what you did; you were asked whether you solicited influence. Why didn't you tell that before?—A. Why, you had not got to the award yet.

Q. Never mind about the award—you were asked what you did. Now, why did you promise that to Mr. Moore?—A. Well, it was because it was a pretty good thing. Colonel Moore and myself were old chums.

Q. How much did you promise to Mr. Moore?—A. Well, I said, in a laughing way, "Billy, if I get the money on this contract, I will go halves with you."

Q. Is that all?—A. That is all.

Q. Did you ever give him any contract?

The WITNESS. Contract?

Mr. THURMAN. Yes, sir.

The WITNESS. To Moore?

Mr. THURMAN. Yes, sir.

The WITNESS. No, sir.

Q. Did you ever give him any writing?—A. I do not remember any writing.

Q. Never gave him any writing?—A. I do not remember any.

Q. Did you ever give him any promise in writing?—A. No, sir; not any promise in writing or anything at all, excepting, but in a joking way, says I. "Billy, if this turns out all right, I will go halves with you."

Q. Were you in earnest when you said that?—A. Well, I felt pretty good.

Q. Were you in earnest? You can answer that question. Do you mean what you say?—A. Well, I generally do.

Q. That is not the answer. Did you mean what you said that you told him you would go halves with him? Did you mean you would go halves with him?—A. Well, I meant I would go pretty nearly halves, I guess.

Q. And you meant that he should understand it so, did you?—A. Well, I do not know. He did not—

Q. I do not ask you what he understood; but you meant that he should understand it so, did you not?—A. I felt very liberal then; I do not know whether I meant it or not.

Q. When did you say that to him?—A. That was after I received the notes.

Q. That was after the award was made, was it not?—A. Well, yes, sir.

Q. How?—A. Yes, sir; he did not get anything before the award was made.

Q. You got no notes before the award was made?—A. No, sir.

Q. What did you mean by saying to him that if things went right you would give him half the notes?—A. If I could sell them. I did not think the man expected to pay the notes.

Q. Did you ever offer him specifically one of the notes themselves?—A. Well, I think I did.

Q. Why did you offer him the notes?—A. Well, because I did not think they were worth a great deal.

Q. That was the reason, was it?—A. Well, I do not know whether that was the reason or not, but, says I, "Billy, I will go halves with you, and I will take mine out and sell them if I can get anything."

Q. Did you consider that he had done anything that entitled him to that?—A. No, not any more than I had done.

Q. That is no answer. Did you consider that he had done anything that entitled him to the half?—A. No, sir.

Q. You did not?—A. No, sir.

Q. Why, then, did you propose to give \$36,000 in notes to him if he had done nothing?—A. Well, an act of charity, perhaps.

Q. That is your answer under oath, is it?—A. He said it would be a very charitable thing.

Q. Never mind. Is that your answer under oath, that it was an act of charity to offer him those \$36,000? Do you mean to say on your oath that that was it?—A. I mean to say that I did not give him any money for any consideration or anything that he ever did.

Q. You said that it was an act of charity; do you mean that we should believe that statement?—A. He said, "Colonel, you cannot do a more charitable act," or something of that kind, in a laughing way.

Q. And in a laughing way you proposed to give him \$36,000?—A. No, I did not say \$36,000.

Q. How much? You offered to give him half the notes, did you not?—A. Well, there were some promises to pay; it was a kind of an inflation on a small scale.

Q. You proposed to give him half of them without any consideration, did you, as an act of charity?—A. He said it would be a very charitable act.

Q. You answer my question directly. Do you say that it was an act of charity?—A. I did not know anything about his circumstances; how can I tell?

Q. But you know what induced you. I am talking about your own motives; you ought to know them.—A. Well, I shall not tell what induced me.

Q. You shall not?—A. Why should I?

Q. Because it is proper. I want to know why it is that you gave that man, or offered to give him, that money for those notes?

MR. STEWART. That is the very essence of the thing that we want to know.

A. Well, I cannot give you any other answer than I have.

By MR. THURMAN:

Q. Just repeat that answer.—A. That he was an old friend.

Q. You gave him, or offered to give him, \$36,000 in notes because he was an old friend; was that it?—A. You can call it \$36,000, if you have a mind to.

Q. That is what they purported to be; we know whether they were good or not; we have plenty of testimony on that subject. You offered to give him the \$36,000 because he was an old friend, did you?—A. Yes.

Q. Were you a very wealthy man then?—A. No, sir.

Q. Which do you suppose was worth the most, he or you, at that very time?—A. I told you I did not know anything about his circumstances.

Q. But you just proposed, because he was an old friend, to give him \$36,000? It was not charity, then, it was friendship that induced you to do it?—A. He said it would be a very charitable act. I was a very liberal man, I know that.

Q. Now we will come back a little, and we will come down to this thing again: because, if you stay here until the end of the session, you shall answer?—A. I am perfectly willing and perfectly frank to answer any question.

Q. Yes, we see how frank you are. Who first spoke to you on this subject, Chittenden to you, or you to Chittenden?—A. Mr. Chittenden to me.

Q. How long had you been here before Chittenden spoke to you?—A. I do not know how long I had been here before.

Q. Have you any idea?—A. No, sir.

Q. Chittenden, then, you say, first spoke to you on the subject. Where was that?—A. It was in his room. I saw a large envelope addressed to Hon. A. R. Shepherd. It was spelled with two p's. Says I, "Mr. Chittenden, he don't spell his name with two p's." "Well," he said, "somebody in Chicago did," or something of that kind, and tore it off and put on another envelope, and spelled his name correctly. That led to—he asked me then if I knew him. I told him no. He told me what he was after.

Q. Go on and tell the whole conversation.—A. I believe that was all.

Q. That was all that conversation? Did he propose to you to assist him at that time?—A. No; I told him that I had heard a certain party here that had—

Q. You told him what? I did not hear you.—A. That there was a certain party here that would control a contract, and, if possible, I would assist him.

Q. You told him that there was a certain party who could control a contract?—A. Yes.

Q. Did you mention the name of that party?—A. I did.

Q. Who was it?—A. Mr. Page.

Q. That you could probably assist him with Mr. Page?—A. I told him that I would bring him in connection with Mr. Page, and if he could do anything I should, as a friend, say all that I could for him.

Q. Was that at this first conversation?—A. I do not remember whether it was the first or not, or the second. I was in his room frequently.

Q. Did you bring him into connection with Mr. Page?—A. I did.

Q. Did he make a bargain with Mr. Page?—A. I think he did.

Q. To pay Mr. Page so much?—A. Yes, I think so.

Q. Was it Page, or Page & Dent?—A. Mr. Page.

Q. Then that bargain with Page was independent entirely of his bargain with you?—A. I had no bargain with him at all at that time.

Q. When did you make a bargain with him?—A. Subsequently.

Q. How long after?—A. I do not remember, sir.

Q. About when?—A. I do not remember that.

Q. Can you not recollect the month?—A. I cannot.

Q. Was it winter, spring, or summer?—A. I think it was in the spring. I think Mr. Chittenden's testimony—he is a man of figures and I am not—I think his testimony is all right on that. I do not remember what month it was.

Q. You do not remember that?—A. No, sir.

Q. What was your bargain with him?—A. Fifty cents a square yard.



Q. How?—A. It was 50 cents a square yard, and certain expenses to be deducted from that.

Q. You were to have fifty cents a square yard?—A. Less some expenses; yes, sir.

Q. In case the contract was awarded?—A. He had 50 cents margin, he told me, and I should have that, less some expenses.

Q. What were those expenses?—A. He didn't tell me what they were. He didn't ask me what I did with the balance, and I didn't ask him what the expenses were.

Q. You did not?—A. No, sir.

Q. You did not know, then, what those expenses would be?—A. No, sir.

Q. How did you know, then, that it was to be 36 cents that you were to get?—A. I didn't know that.

Q. He was to give you 50 cents a square yard, less certain expenses, upon the awarding of a contract? What were you to do for that large consideration?—A. He was to get the award.

Q. Who was to get the award?—A. De Golyer & McClellan.

Q. What were you to do?—A. That was not stated in the contract.

Q. How?—A. There was nothing said about that.

Q. Nothing said about what you were to do?—A. No, sir.

Q. Did he promise you that without any understanding of what you were to do?—A. Yes, sir.

Q. None at all?—A. None at all.

Q. Did you tell him of anybody that you had influence with?—A. No, sir.

Q. Not at all?—A. I didn't suppose that I had any influence with anybody.

Q. You held out no idea to him that you had any influence?—A. No, sir. He had seen me in communication with certain parties, and he thought, as they say in the West, he "tumbled to it." He thought I had influence.

Q. Who did he think you had influence with?—A. I don't know.

Q. How did you know that he thought you had influence?—A. I presumed he did in making that arrangement with me.

Q. Is it all presumption on your part?—A. On his part.

Q. On your part? You simply presumed that he thought you had influence?—A. I presume he did.

Q. Do you not know that he did?

Mr. BASS. The witness said he had seen him with certain parties.

By Mr. THURMAN:

Q. Do not you know that he thought you had influence?—A. I don't know why he should. This was merely a casual acquaintance that I made there.

Q. And you never gave him any reason to suppose that you had any influence with anybody?—A. No, sir.

Q. Never at all?—A. Never, except with Page. There was a little knot of lawyers there that Page represented that they could get a contract—that he could get a contract. There was a little nest of lawyers there; I don't know who they were.

Q. You don't know who they were at all?—A. No, sir; but I know there was nothing in it.

Q. He had made that arrangement with Page; so that stands by itself?—A. Well, you asked me whom he had seen me with, and what

influence I had. I say that is the only one that he thought I had influence with.

Q. Page is the only person he ever thought you had influence with?—A. He being a partner of Dent's, he thought it was all right.

Q. He expected Dent, then, to use his influence, did he?—A. I do not know what he expected.

Q. Was that Judge Louis Dent?—A. Yes, sir.

Q. Did Page represent that he could influence Judge Louis Dent?—A. No, sir.

Q. Did he name any person whom he thought he could influence?—A. No, sir.

Q. He did not?—A. No, sir.

Q. You are quite sure that you never intimated that you knew anybody that had influence, and whom you could influence yourself?—A. I am quite sure of that, sir.

Q. Quite sure of that?—A. Yes, sir.

Q. You then ask us to believe that he promised you what turned out to be \$72,000 for your assistance without knowing that there was a human being on the face of this earth that you could influence?—A. I think he did.

Q. Will you please to explain why you think he made such a contract as that?—A. Well, I think the explanation has been given before.

Q. Explain it again, then—how he came to make such a contract as that; to promise a man what was \$72,000?—A. He thought I had influence to get the contract. If the contract was awarded to him he was willing to pay for it.

Q. He thought you had the influence?—A. I presume he did. I presume he would not have made the contract otherwise.

Q. Without your ever giving him the slightest reason in the world that you had influence?—A. I never gave him the slightest reason in the world to believe I had influence.

Q. Was there ever any writing between you and Chittenden?—A. Never, sir.

Q. But he lived up to the contract, and when the contract was awarded he gave you the \$72,000 in notes?—A. When the award was made.

Q. He gave them to you?—A. No, sir; he sent them to me.

Q. Well, that is the same thing. Now, in your reports to him from time to time, did you tell him that you had seen Mr. Moore?—A. Sometimes I did.

Q. Did you tell him that Mr. Moore was the confidential clerk or book-keeper in the house of Alexander R. Shepherd & Brothers?—A. No, sir.

Q. You never did?—A. I think he knew the fact, that he was there.

Q. Did you introduce him to Mr. Moore?—A. No, sir; I do not remember that I did.

Q. Was he personally acquainted with Moore?—A. I think he was.

Q. You think he was?—A. I am sure he was. Before he went away he called upon him.

Q. Do you know how he became acquainted with Mr. Moore?—A. No, sir; I do not.

Q. You are quite sure you did not introduce him?—A. I do not remember. I think not.

Q. Did you tell him that Moore and you were old friends?—A. Well, I do not remember.

Q. Have you no recollection? Try and recollect.—A. I have no recollection on that subject.

Q. Did you tell him how long you had known Moore?—A. I do not remember any conversation that I had with him in regard to Moore.

Q. You do not remember any conversation at all in regard to Moore?—A. No, sir.

Q. Did you tell him at any time that you had offered Moore half—to go halves with him?—A. No, sir; nor any other living man.

Q. You never told anybody?—A. No, sir.

Q. Was Mr. Moore the only person you ever promised to share with?—A. If I promised him, he was the only person.

Q. If you promised him—what do you mean by that?—A. Well, it was in a joking way that I promised it.

Q. But do you mean to say that it was all a joke?—A. Well, it was a joke, I guess; he has never got any of it.

Q. That is not the question; do you mean to say that it was all a joke?—A. It turned out to be a pretty serious joke.

Q. When you made that offer to share with him, do you mean to say that that was a joke?—A. No, sir; not altogether. I felt very liberal then, and I told him I would go halves with him.

Q. Now, do you say that was a joke, or were you in earnest when you said you would go halves with him?—A. Well, I think I should have given him a portion of it if I had sold the notes.

Q. You mean, then, that you were in earnest when you said that you would go halves with him?—A. I do not know as I would have given him halves; I would have given him something; I would go halves with him, as the term goes—divide.

Q. As the term goes, does not going halves mean halves?—A. Well, division, you know, is long division sometimes.

Q. And you never gave him any written promise or anything of the kind?—A. No, sir; not that I remember of—anything in writing whatever.

By Mr. STEWART:

Q. Would you not remember it if you did?—A. Yes, sir.

Q. Would you not be certain to remember it if you did give him a written promise in regard to the transaction?—A. Well, I do not know; I think I promised to give him a portion of the notes once, and he would not take them.

Q. That is, you promised him some of the specific notes, to hand them over to him?—A. Yes, sir; I think I did.

Q. And that he declined?—A. Yes.

Q. What reason did he give for declining it?—A. Well, he said he did not want to take it; he said if Mr. Shepherd knew it it would ruin him, and he would rather not take anything at all.

Q. Well, after that, what took place?—A. I believe I left for New York then, and tried to sell the notes, and from there I went to Chicago.

Q. Now, before you went to New York, did you not make another promise to him?—A. I do not remember any other.

Q. Did you not give him your written promise to put half the proceeds for those notes to his credit?—A. Not in writing, sir.

Q. Not in writing?—A. Not that I remember of; I am pretty sure I did not. I got his signature and says I, "Billy, whatever I get for the notes I will deposit them in New York and you can draw for it."

Q. Do you say you got his signature?—A. Yes, sir; simply to give it to some bank wherever I deposited the money.



Q. So that he could draw ?—A. Yes, sir; that was all the writing that I remember of.

Q. He could not draw for it unless you put it to his credit ?—A. Of course not; I should not have got his signature; that was to establish his right to it.

Q. That they might show that the draft that was drawn was a genuine draft ?—A. Yes, sir; I think that was all the writing that there was between Moore and myself.

Q. Did you discount any of the notes in New York ?—A. No, sir.

Q. Did you get any of those notes discounted ?—A. No, sir.

Q. None at all. Did you get any of them discounted here in Washington ?—A. There was one of them paid here in Washington.

Q. How much was that ?—A. Twenty-five hundred dollars.

Q. Was that all ?—A. Yes, sir.

Q. Was there no other one of them but that \$2,500 note paid here ?—

A. That was the only one.

Q. Did you offer any part of that money to Mr. Moore ?—A. No, sir.

By the CHAIRMAN :

Q. Who received that \$2,500 ?—A. Well, sir, that was received by the Arlington Hotel. I left it there to pay my board, and they collected it.

By Mr. THURMAN :

Q. You went to New York. Did you get any of the notes discounted there ?—A. No, sir.

Q. You went to Chicago then ?—A. Yes, sir.

Q. Did you get them discounted there ?—A. I sold them.

Q. Well, there is not much difference between selling and discounting ?—A. Yes, there is a slight difference.

Q. In the amount of the shave. That is all, is it not? Did you put any of the proceeds of the sale of those notes to the credit of Mr. Moore ?—A. No, sir.

Q. Did you send him any of the proceeds ?—A. No, sir.

Q. Why didn't you do it ?—A. Well, I did not do it.

Q. Why didn't you do it ?—A. I didn't feel obliged to do it.

Q. You had promised to do it ?—A. O, no; I hadn't promised to do it. That was in the event of a sale of the whole of them. I sold a portion of them first.

Q. What became of those you did not sell ?—A. I kept them in my pocket.

Q. Where are they ?—A. They are in Chicago.

Q. Didn't you dispose of all those notes ?—A. Yes, sir.

Q. Well, you disposed of all of them, then ?—A. Yes, sir. You are talking about my first visit to Chicago.

Q. When did you dispose of them all ?—A. I made two visits to Chicago and disposed of them all.

Q. Then, did you put any money or any property of any kind to Mr. Moore's credit ?—A. No, sir.

Q. Why did you not keep your promise ?—A. I did not consider that I had any of Moore's money in my possession.

Q. You didn't ?—A. No, sir.

Q. If you had given him a written contract or memorandum, by which you promised to put half the proceeds to his credit, or any portion of them, would you not consider that you were bound ?—A. I did not say when I would pay it to his credit.

Q. If you had done so, would you not?—A. I consider that I keep my promises; I endeavor to.

Q. And therefore if you had recollected that you had given him such a promise—A. I do not remember of giving any promise.

Q. But if you had done it you would have put this to his credit?—A. If I had sold the notes in New York I should.

Q. Then do you suppose that your promise was dependent upon your selling the notes in New York?—A. Why, of course.

Q. If you sold them anywhere else you were relieved?—A. Well, if I gave them away—

Q. That is not it; you did not give them away.—A. Well, I do not know whether I did or not.

Q. Was that the understanding in your agreement with him?—A. If there were no proceeds from the notes what would there be to put to his credit?

Q. How many of them did you sell when you went out first?—A. Well, I sold two of the notes, I think.

Q. How much did they amount to? What were their denominations?—A. \$14,500, I think, or \$15,000; I am not sure which—\$15,000.

Q. The two or the one?—A. The two; they amounted to \$15,000.

Q. To whom did you sell them?—A. To Mr. Ira Holmes.

Q. What did he give you for them?—A. I do not remember, sir.

Q. Do you not remember anything that you got for them?—A. I got less than the face of them.

Q. You got money for them, did you not?—A. Yes, sir.

Q. Did you get the money less the ordinary discount, or what discount?—A. I do not remember. I could not state positively what I got for them.

Q. Did you get as much as \$12,000 for them?—A. I think I got between that and \$15,000.

Q. When did you sell the others?—A. I think I sold them the next visit I paid to Chicago.

Q. How long was that after your first visit to Chicago?—A. I do not remember; I got perfectly disgusted with them. I know that.

Q. Was it before the notes were due, or after?—A. After.

Q. How long—about what time?—A. I think it was in the fall.

Q. Of what year?—A. The year I received them.

Q. That was last year, was it not?—A. If I received them last year, it was.

Q. Don't you know?—A. No, sir; I do not.

Q. You do not know whether it was 1873 or not?—A. No, sir.

Q. Try and recollect.—A. I received those in July, 1872 or 1873. I do not know which. It was in the following October or November I sold them.

Q. What did you get for the residue of them?—A. That I cannot tell you.

Q. What sort of payment did you receive—money or property, or what?—A. I received some money and some property.

Q. How much money?—A. That I do not know.

Q. Have you any idea?—A. I suppose three or four thousand dollars.

Q. Only three or four thousand dollars in money?—A. O, within three or four thousand dollars. I do not remember exactly.

Q. Give us within three or four thousand dollars of how much money you got.—A. I do not remember what I got in money. I got some lots, horses, wagons, &c.

Q. Lots where?—A. In Chicago.

Q. From Ira Holmes?—A. Yes, sir.

Q. Did you sell all of them to Ira Holmes?—A. All.

Q. Was the property conveyed to you?—A. No, sir.

Q. To whom was it conveyed?—A. To my wife.

Q. How many lots?—A. That I do not know. There was 300 feet; I think there was 300 feet.

Q. Three hundred feet front?—A. Yes, sir.

Q. On what street?—A. Wabash avenue.

Q. How many horses did you get?—A. I got two.

Q. What else?—A. O, I got a wagon and turnout. What has that to do with the investigation?

Q. Never you mind, sir; we are to judge of that, not you. What did you do with these lots?—What did I do with them? I tried to keep them.

Q. Are they still held in the name of your wife?—A. I do not know, really, whether they are or not.

Q. You do not?—A. No, sir.

Q. Have you sold any of them?—A. No, sir; that is, there is a trade in—it is open now. I do not know whether it has been closed or not.

Q. Have you ever made any deed for that to anybody?—A. Yes, sir.

Q. To whom?—A. They are deeded to Mr. Johnson.

Q. The whole 300 feet?—A. Yes, sir.

Q. Who is Mr. Johnson?—A. He is a Chicago man.

Q. Were they sold to Mr. Johnson?—A. Well, that is a long story, which would take considerable time to tell.

Q. Let's have it.—A. It was taken in consideration for a house here. He was to sell those and apply the proceeds on this house.

Q. Mr. Johnson, of Chicago, was to sell those lots there, and apply the proceeds of those lots to the purchase of a house here.—A. Yes, sir.

Q. Did he sell the lots?—A. He had a limit, and after the panic I would not allow him to sell them.

Q. Then he has not sold them?—A. Not that I know of.

Q. Then, when you speak of the panic you speak of the panic of last year?—A. Yes; the September panic.

Q. So that this was last year. You do not know, then, that Mr. Johnson has sold them at all?—A. No, sir.

Q. Were they conveyed, by deed absolute on its face, to Mr. Johnson?—A. I do not think the deed is recorded, but I gave him power to sell. He had control of the lots.

Q. Was it a deed in fee or was it a power of attorney?—A. I think it was a deed in fee.

Q. Did he give you any declaration of trust or letter or memorandum?—A. No, sir; that was an arrangement between my wife and himself. That I am not posted entirely about.

Q. Did Mrs. Kirtland make an arrangement with Mr. Johnson?—A. Mrs. Kirtland went there with the owner of this house to Chicago, and he was very much pleased, and concluded to take them; but, when the panic came on, he could not sell them for the amount he supposed, and I stopped the sale.

Q. Went there with the owner of this Washington house?—A. Yes.

Q. And that thing fell through, then?—A. I do not know whether it has fallen through or not.

Q. Has this lot in Washington been conveyed to Mrs. Kirtland?—A. Yes, sir.

Q. It has?—A. Yes, sir.

Q. Does she hold a deed for it now?—A. Yes, sir.



Q. Who is it that conveyed it to her?—A. It is nobody connected with the board of public works.

Q. Never mind; who was it?—A. Mr. James Wiles, the owner of the house.

Q. Was it an even swap?—A. No, sir.

Q. What was the price of the Chicago property?—A. It was not named.

Q. That was not named?—A. No, sir.

Q. What was Mrs. Kirtland to give for the Washington property?—A. Twenty-nine thousand dollars.

Q. Was she to give any money in addition to that Chicago property?—A. No, sir.

Q. Then it was an even trade, was it not?—A. No, sir.

Q. Why not?—A. This house is heavily incumbered.

Q. Did she take this house subject to the incumbrance?—A. I believe so. Yes, sir.

Q. You do not know, then, whether Mr. Johnson, of Chicago, has conveyed to Mr. Wiles or not?—A. I know he has not conveyed to Wiles; no.

Q. But Wiles has conveyed to Mrs. Kirtland?—A. Yes, sir.

Q. Who is in possession of this house here?—A. It is rented to an agent of Mr. Holiday.

Q. For the benefit of Mrs. Kirtland?—A. Well, that is in abeyance; I do not know who gets the benefit of it yet; nobody has collected any rent.

Q. What is the amount of incumbrance on this property here?—A. Really, I do not know that.

Q. You have no idea?—A. I think it is something like \$15,000.

Q. Fifteen thousand dollars from \$29,000 would leave \$14,000; was that the value of the Chicago property?—A. I do not know whether it was or not. He was to pay over any surplus that was received.

Q. If \$14,000 was the value of the Chicago property, and you had got \$2,500 and \$15,000 before, which you sold, of notes, that made \$17,500; then, if the value of the Chicago property was \$14,000, that would make \$31,500?—A. I take the value from the Chicago man. They talk Chicago up pretty well when a stranger goes there.

Q. That would make \$31,500?—A. I do not suppose it would sell now for the mortgage upon it.

By the CHAIRMAN:

Q. You do not pretend to say that \$17,000 is all the money you got from those notes?—A. I do not really remember what amount I did get from the notes. I got more than \$17,000.

Q. Do you not know that you got \$27,500 in money from Ira Holmes upon the notes?—A. No, sir; I never got any such amount.

Q. Did you not get \$27,000?—A. No, sir.

Mr. HUBBELL. In both transactions?

The CHAIRMAN. Of course, in money.

Q. (To the witness.) Did not Ira Holmes, in the second transaction, pay you \$15,000 in money and that property for those notes?—A. No, sir.

Q. And afterward you paid him back \$5,000 for the carriage and horses?—A. No, sir; I never paid him back a cent.

Q. Did you not allow him \$5,000 for the carriage and horses in the trade?—A. I think they were put in for about that price.

Q. Did you not get \$10,000 additional?—A. I do not remember what

I did. The notes were drawing interest, and there was a great deal of accrued interest on the notes.

Q. Did you go to Chicago and get \$10,000 in money and not remember it; do you want us to believe such stuff as that?—A. I am perfectly willing to tell you. Holmes told me, "Old boy, don't tell anybody how many of those notes I have got; it might ruin me."

Q. Well, sir, we are examining you now under oath about that.—A. I do not remember the exact amount.

Q. Was it \$9,000, if it was not \$10,000?—A. It is a very singular thing that I don't remember it; but I should not like to state—

Q. Are you in the habit of dealing in \$10,000 transactions in checks and currency, so that you cannot remember when you received \$10,000 in money only last year?—A. Well, it looks a little singular, but the notes were drawing interest, and there was a good deal of accrued interest on them at that time.

Q. That is not what I am talking about. I am talking about the amount of money you received from Ira Holmes.—A. Well, sir, I cannot tell you the exact amount that I received; it was between \$8,000 and \$12,000.

Q. You cannot tell within \$4,000 the amount of money you received; do you say that?—A. Yes, sir.

By Mr. THURMAN:

Q. When you say between \$8,000 and \$12,000, do you mean at the last or the first?—A. Yes, sir.

The CHAIRMAN. He got, in fact, \$27,000 out of this transaction?

The WITNESS. That is not so.

Mr. HAMILTON. That is what Holmes swears.

The WITNESS. Well, sir; I am very sorry that he does.

By Mr. THURMAN:

Q. Now, take a piece of paper and write down what you got for those notes?—A. If he includes the horses, perhaps it is very near that figure. If he includes the horses in the \$27,000, I do not know but what that is it.

Q. Just write down what you received for the whole of these \$72,000 of notes?—A. If I cannot state it to you, I do not know how I can write it.

Q. Put it down as near as you can.—A. I have told you what I got for the notes.

By Mr. WILSON:

Q. I would like to put in a question right here. You made two visits to Chicago?—A. Yes, sir; I made several visits there.

Q. But you made two visits with reference to this business?—A. I sold those notes at two different times.

Q. Very well; the first time you were there, how much money did you get?—A. That I really do not know.

Q. How many notes did you sell?—A. Two.

Q. What was the aggregate amount of the principal of the notes?—A. A \$10,000 note, and a \$5,000 note, drawing interest at 6 per cent.

Q. At what rate did you discount them?—A. I sold them out and out.

Q. What did you sell them for?—A. I do not remember.

Q. Well, sir, give us your best impression as to the amount that you got for those notes?—A. I got in the vicinity of \$12,000, I think.

Q. Did you not get \$12,500?—A. No, sir; I do not think I did.

Q. Then, if you do not think you got that amount, what amount do you think you received?—A. I do not remember, sir; I say I got in the vicinity of \$12,000.

Q. You say in the vicinity; I want to know whether it was more or less than \$12,000?—A. I cannot state whether it was more or less.

Q. You cannot tell?—A. No, sir; there is nothing in the world to conceal about that, but I do not remember.

Q. Was it \$12,000?—A. Well, that I do not remember.

Q. How closely in the vicinity of \$12,000 was it that you got?—A. I think I drew on Mr. Holmes for the balance of the account. I do not know now what it was. I think he gave me \$10,000, which was placed to my credit, and I drew on him for the balance. He gave me, or sent it to me by mail or telegraph, the balance of my account, and I drew for it.

Q. Then you had a transaction after that with Mr. Holmes?—A. Yes, sir.

Q. How many notes did you negotiate at that time?—A. I negotiated the balance of them. He had \$69,500; that is all I had; that is, less \$2,500 paid here.

Q. What did you get at that time; how much money?—A. I do not remember.

Q. State about how much you got.—A. I think, in round numbers, about \$15,000. I don't know what the interest was, or anything about it.

Q. In round numbers, \$15,000?—A. No, sir. I take that back. I didn't remember the team of horses. I got about \$9,000 or \$11,000. It is near that—and a team of horses, a wagon, &c.

Q. Estimated at \$5,000?—A. Well, that is what he says.

Q. What did you do with the team of horses?—A. I suppose I have got them yet.

Q. Where are they?—A. Up North.

Q. Where?—A. I could not say where they are just now.

Q. Well, you can come pretty near it, I guess?—A. Well, I don't know as I could.

Q. Well, I think you can come within a thousand miles.—A. They are in the State of New York.

Q. Whereabouts in the State of New York?—A. Well, I don't think that a question that I should answer.

Q. I think it is.—A. If you tell what you want to prove by it.

Q. That is not my business, to tell you what I want to prove. I am trying to get the facts.—A. I am willing to state all the facts.

Q. Very well; give us that fact.—A. Well, I don't think I shall.

Q. You decline to state that?—A. Yes, sir.

By Mr. THURMAN:

Q. Do you know where they are?—A. I told the gentleman just now that I didn't know where they were.

Q. When did you see them last?—A. I saw one of them about two months ago.

Q. Where was he?—A. He was then in New York State.

Q. Whereabouts?—A. In Brooklyn.

Q. Where was the other?—A. I think he was in New York.

Q. Whereabouts?—A. I don't recollect.

By Mr. WILSON:

Q. You do not know where you saw him?—A. I didn't see him.

Q. Where did you see him last?—A. I saw him in Brooklyn.



Q. Sir?—A. I do not want to state the facts about these horses: what is the use of it?

Q. Never mind that, sir; we have a use to put it to, perhaps; we may have good use to put it to; that is a matter for us to determine. Where and when did you see that horse last?—A. One of them I have not seen for some time.

Q. That is not an answer to my question; I asked you where and when?—A. I do not remember where I saw him last.

Q. You do not remember?—A. No, sir.

By Mr. THURMAN:

Q. Have you ever sold either of them?—A. Yes, sir.

Q. Did you sell them both?—A. I do not know whether I have sold both, or either, or not. A man is trying each of them.

Q. How?—A. I say there are two men trying each of them; I want to sell them.

By Mr. WILSON:

Q. Where do these men live?—A. I do not know.

Q. Where did you see these men last?—A. I saw one of them up in Greenbush.

Q. Was he trying the horse there?—A. He wanted permission to try it.

Q. Where does that man live?—A. I do not know, sir.

Q. What is his name?—A. That I do not know, sir.

Q. Where did he take the horse to try it?—A. I think he took him to Nyack on the Hudson River, New York.

By Mr. THURMAN:

Q. You delivered it to him?—A. No, sir.

Q. How did he get him?—A. He got him by my permission.

Q. Without your knowing his name?—A. I knew his name, but I cannot remember it now.

Q. Was it sold to him?—A. No, sir.

Q. How came he to get him, then?—A. He told me he wanted to mate him with another horse, and he was going to try him.

Q. Is he a trainer?—A. I presume he is. I do not know.

Q. Did you employ him?—A. O, no; I thought you asked me whether he was a trader. I do not know whether he is a trainer or not.

By Mr. WILSON:

Q. How long since this thing occurred?—A. O, it is some months ago.

Q. You have not seen the horse since?—A. No, sir.

Q. Have you heard from him since?—A. No, sir.

Q. You have not heard from that horse for several months?—A. I have seen parties that saw him on the road. That is all I know about it.

Q. Have you made any inquiries about it since?—A. No, sir.

Q. What is that horse worth?—A. O, I do not know; I suppose he is worth a thousand dollars.

Q. And you have a horse worth a thousand dollars that you let go out of your hands into the hands of a man whom you do not know, several months ago, and you have made no inquiries about him since?—A. Yes, sir; that looks very impossible; but if you were as sick of him as I was, you would let a dozen of them go.

Q. Are you sick of a horse worth a thousand dollars?—A. Yes, sir; sick of anything else that would give me as much trouble as they did.

Q. Why did they give you so much trouble?—A. Buying oats for them.

Q. That is the only reason you are sick of him?—A. That is the only reason; yes, sir.

Q. What have you done with the carriage?—A. I have sold it here.

Q. To whom?—A. I do not know who got it; I sold it through a stable-man who had my horse here; he sold it to a certain party. A man offered him so much for it, and I told him to sell it.

Q. Who was that man whom he sold it to?—A. I do not know his name, really.

Q. You said a certain party; who was he?—A. I told you I did not know his name.

Q. You said a certain party; why did you say that?—A. A certain party offered the stable-man so much for my buggy, and I told him to let it go.

Q. You do not know who that man is?—A. I do not know his name.

Q. Who is the stable-man?—A. J. B. Olcott; he had a stable on Ninth street; I think he is now on Chain alley.

By Mr. STEWART:

Q. The first time you were out there you got in the vicinity of \$12,000?—A. Yes, sir.

Q. You came back to Washington after you got that?—A. Yes, sir.

Q. You saw Mr. Moore then, again?—A. I do not remember whether I did or not.

Q. Did you see him?—A. I don't remember.

Q. Did you not see him and offer him part of the \$12,000?—A. I don't remember; I think not.

Q. Did you tell him you had got the \$12,000?—A. I do not remember of meeting him.

Q. You say you did not meet him when you came back here?—A. I was here only a day or two, and I don't think I met him.

Q. When was it that you offered him money?—A. I never offered him any money.

Q. You didn't offer him any when you got the \$2,500?—A. Well, I don't know but I did.

By the CHAIRMAN:

Q. You never offered to divide money with him at all?—A. I told him that \$2,500 note was paid. "Well," says he, "you have been under a good deal of expense; never mind that." That was all that was said.

By Mr. STEWART:

He recognized the fact, and you both recognized the fact, that part of it belonged to him, did you not?—A. O, I did not recognize the fact, because I owed the whole of it, and didn't have it in my possession.

Q. Why did he say to you, "Very well; you have been to a good deal of expense," and why did he let you keep it; if it was your money, what was he telling you to keep it for; why did he tell you to keep your own money?—A. Well, I don't know that he did.

Q. You said that he did.—A. I offered to divide the notes with him.

Q. But you said that he said to you, after you got the \$2,500, just now, as I understood you, that you had been having a good deal of

expense, and you had better keep it?—A. I didn't have the money to give him. I could not have offered it to him.

Q. Why did he say to you, after you had got the money, that you had been having a good deal of expense, and to keep it?—A. He didn't say to keep it. He said "Never mind."

Q. Why did he say that?—A. I do not know. I turned it in to pay my hotel-bill.

Q. That is not the question. Why did he say "Never mind it?"—A. I offered to divide the notes with him, and I told him "There is \$2,500. I have got the money;" and he said that he would not touch it, and would not take the notes.

Q. Why did he say "Never mind the \$2,500?"—A. Says I, "There is \$2,500 that I have got the money on—that is, it has gone to my credit." He says, "Never mind that. If you can sell them in New York, as you say you can——"

Q. Why did he say "Never mind that?" That is a very strange remark. What business had he with it?—A. None. I do not know as he said that.

Q. Why do you say he said it?—A. I said he said "Never mind the notes." I then offered him part of the notes. Says I, "Here, Billy, I will divide with you; there is \$2,500 of this that has been paid." Says he, "I will not touch that. Never mind, you have been under a good deal of expense here," &c.

Q. Why did he say "Never mind it," when you had collected it?—A. I do not know. He knows that I did not give him any money. I presume he does. It about paid my bills.

Q. Do you expect that anybody will believe your statement? Now, you are a man who has been in the world a good while. When you say you had a conversation with Colonel Moore in which you told him that you had collected of these notes \$2,500, and he said, "Never mind; that you had been to a good deal of expense, and when you sell the others you can divide"—A. I do not believe anything, sir.

Q. Do you believe anybody can believe you when you say there that he had no interest in it?—A. I merely state what occurred; that is all.

Q. Did anybody ever tell you to never mind what you had done with your own property before that had no interest in it?—A. Well, I do not think I have ever paid much attention to what anybody ever told me.

Q. Did he not have an interest in it?—A. No, sir.

Q. Had you not got to give him an interest in it?—A. No, sir.

Q. You had not?—A. Not at that time; no, sir; and he did not know the amount of the note or anything about it.

Q. There was no understanding that he was to have any portion of it?—A. No, sir.

Q. And still he told you never to mind this \$2,500 you had collected?—A. It was the first time he ever knew of the notes. I showed him the notes, and says I, "There, Billy, there is \$2,500 been paid." He says, "Never mind, I will not touch them." Says I, "I am going to hand it to you."

By the CHAIRMAN:

Q. Did you not go into Colonel Moore's desk, after you received that express package from Chicago, and offer to divide those notes with Colonel Moore? Now, is not that the exact fact?—A. After the \$2,500 was out?

Q. Yes. Did you not say to him, "Now, here I have got these notes,



and I am going to divide with you?"—A. I went and told him, "I have struck a pretty good lead, and I will go halves with you."

Q. Did he not say to you right there "I do not want your notes, you sell the notes, and I will divide the proceeds with you?" Did he not say that to you?—A. I told him that they were very well reported—these men—and I thought the notes could be sold in New York very well.

Q. Did he not say to you that he did not want the notes; but that you should sell the notes and divide the proceeds?—A. He did not say that he wanted the proceeds or the notes.

Q. Was not that the understanding there, that you were to sell the notes in New York and divide the proceeds?—A. I told him that if I could sell the notes in New York I would go halves with him.

Q. Now then, in that connection, did you not take Colonel Moore's signature?—A. Yes, sir; I told you so.

Q. And did he not take a memorandum of the notes, and you sign the paper which you placed in his possession, stating that you would place one-half of the proceeds of those notes to his credit?—A. I do not think I did, sir.

Q. Was not that the understanding?—A. The understanding was, if I sold the notes in New York, that I was to put a certain portion of them to his credit.

Q. Now, will you tell the committee that you signed no paper to that effect?—A. I do not remember of signing any paper with Colonel Moore whatever.

Q. Might you not have done so?—A. I think I should remember if I had.

Q. If Colonel Moore should tell this committee that you gave him such a paper would you not believe him?—A. I would believe anything that Colonel Moore said.

By Mr. THURMAN:

Q. Do you not remember of giving him a memorandum of the amount of the notes and signing it, and agreeing that you would place those proceeds to his credit?—A. No, sir; I made nothing of the kind. I think he had a memorandum of the amount of the notes. That was when I proposed to divide the notes with him.

By the CHAIRMAN:

Q. You came from Chicago with that \$12,000, that pair of horses, and carriage, to Washington, did you?—A. Yes, sir.

Q. The horses and carriage were delivered to you at Albany?—A. That was a long time, some months, before I got the horses.

Q. You came to Washington with the horses, did you not, afterward; you brought them here?—A. Yes, sir. I stopped in Albany, and came here the next winter.

Q. You came right to Washington from Chicago, with that sum of money, the proceeds of the first two notes that you sold?—A. I came here.

Q. Do you remember whether the proceeds of those two notes were in currency or in a draft, or in both?—A. I remember, so far as the \$10,000 was concerned.

Q. It was in a draft, was it not?—A. No, sir.

Q. I am speaking now of the first transaction.—A. No, sir.

Q. What was it?—A. It was placed to my credit here by telegraph.

Q. The \$10,000 was placed to your credit here by telegraph?—Yes, sir.

Q. Where?—A. It was placed with Riggs & Co.

Q. Placed to the credit of A. B. Kirtland, with Riggs & Co.?—A. Yes, sir.

Q. What was the balance in—currency?—A. I do not remember exactly the balance. It was between one and three thousand dollars; upon my word I cannot remember.

Q. I do not ask you what it was; I ask how it was—in currency, New York drafts, or checks?—A. I think I drew some money, and I drew on him for the balance after I got to Albany. I am not sure about that, but I think that was it.

Q. Did he not pay you \$2,500 or \$2,000 in cash and place this \$10,000 to your credit? The first time I am speaking of.—A. No, sir; I do not remember that he did. I think I drew for it.

Q. How long was it after you left Chicago until you came to Washington, or did you come right from Chicago to Washington?—A. I came here directly after that first visit.

Q. And you found the \$10,000 to your credit in the bank of Riggs & Co.?—A. Yes, sir.

Q. How long were you here then?—A. I was here a day or two.

Q. Where did you stop?—A. At the Arlington.

Q. You registered your name as A. B. Kirtland?—A. I presume I did.

Q. Not Hogle?—A. No, sir; not Hogle.

Q. You had no assumed name then?—A. No, sir.

Q. Did you call upon Riggs & Co. when you came here?—A. Yes, sir.

Q. For what purpose—to find out whether that sum was to your credit?—A. Well, I had to be identified when I drew it.

Q. Who identified you?—A. A clerk in the Treasury Department.

Q. Who?—A. His name is Moffatt.

Q. Give his full name if you know it.—A. He is in Spinner's office. I don't know whether it is Fred or Samuel Moffatt. He is an old acquaintance of mine. He is teller in General Spinner's office, I think.

Q. Did you draw the money?—A. No, sir; I drew my check.

Q. You drew a check?—A. Yes, sir.

Q. For \$10,000?—A. Yes, sir.

Q. What did you get for the check?—A. I put it in a transaction that I had here.

Q. What sort of a transaction?—A. Well, nothing whatever to do with the board of public works.

Q. I suppose not, but we want to get all the facts, so that you had better just tell us what that transaction was.—A. Well, if you are going to investigate and find out every cent that I spent of that money I cannot tell; I may as well stop here as anywhere else.

Q. Well, it will not take long to find out about that.—A. I say I may as well stop here as stop anywhere else.

Q. What transaction did you put that money into?—A. I say it was a transaction that I had here.

Q. I know you say that, but what was it?—A. It was a transaction with Mr. Corcoran.

Q. What was it?—A. In real estate. If you are going to ask me all the questions about these things, I decline to answer now.

Q. Well, I ask what your transaction was with Mr. Corcoran?—A. I am not going to expose my private business here.

Q. Was it a secret transaction?—A. Why, no.

Q. Was it a real estate-transaction?—A. I said that it was.

Q. Did you purchase property?—A. Well, I did.

Q. Where; what property?—A. Some of Mr. Corcoran's property.

Q. Did you take the title to yourself?—A. No, sir.

Q. To whom?—A. Well, I shall not answer any further questions in regard to that. It is nothing connected with the board whatever, and nobody that was ever connected with the board.

Q. Well, sir, you will have to answer that question before you leave this room: I give you notice of that.—A. I consider that my private business.

Q. Well, sir, you will have to answer that question before you leave this room. Did you have any other transaction with Mr. Corcoran?—A. Never, sir.

Q. You purchased of him property and paid the whole of this \$10,000 for it, did you?—A. Yes, sir; that was to bind the bargain, but it is not a dreadful thing. I was interested in this Harewood estate, and I made the first payment on it; that is the whole of it. I don't like to—I want to get through, and I want to answer frankly. It was in the purchase of the Harewood estate of Mr. Corcoran.

Q. Who were with you in that?—A. Mr. Brown was in.

Q. What Brown?—A. William Colvin Brown. He was interested so far as he did not pay anything, and I made the first payment upon it.

Q. Who else were with you?—A. No one.

Q. You paid that \$10,000; did you get the Harewood estate?—A. No, sir.

Q. Did you lose the \$10,000?—A. I did.

Q. The whole of it?—A. Yes. The first payment was not made. He promised to make the balance of the first payment, and he didn't do it.

By Mr. THURMAN:

Q. Was your negotiation with Mr. Corcoran or with his man of business, Mr. Hyde?—A. Mr. Corcoran was there when the \$10,000 was paid. He was at the White Sulphur Springs when the negotiation was made through Mr. Hyde.

Q. How large an estate was that Harewood estate?—A. It is nearly 200 acres, I think.

By the CHAIRMAN:

Q. What were you to pay for it?—A. \$225,000.

Q. And no purchasers but yourself and Mr. Brown?—A. That is all, sir.

Q. Did Hyde give you a title-bond?—A. Not until the first payment. He gave me a mere receipt for the \$10,000.

Q. What was to be the first payment?—A. Something like \$42,000.

By Mr. HUBBELL:

Q. And you paid this \$10,000 on account of it?—A. Yes, sir: to bind it.

By the CHAIRMAN:

Q. And never paid any more?—A. No, sir.

Q. And lost the \$10,000?—A. I have not received any of it, sir.

Q. How, sir?—A. I never got any of it back.

Q. Did Mr. Corcoran refuse to give it back to you?—A. No, sir.

Q. Did you ever ask him for it?—A. No, sir. I considered that that would be forfeited if the first payment was not paid.



• By Mr. THURMAN:

Q. What kind of writings were executed?—A. I do not know, really. I do not remember now. It was merely a receipt from Mr. Hyde.

Q. Who attended to the business for you?—A. Mr. Hyde.

Q. He was Corcoran's agent?—A. Yes, sir.

Q. Who did you say attended to it for you—Colonel Moore?—A. O, no; Moore did not know anything about it. It was Mr. Brown. I did not mention Mr. Moore's name in connection with it.

Q. About when was that purchase made?—A. I think the first payment was to be made in October.

Q. Last October?—A. A year ago last October, I think.

Q. Then that purchase was made before you had seen Chittenden—before you knew Chittenden?

Mr. WILSON. O, no.

The WITNESS. No, sir; I met Mr. Chittenden, I think, two years ago.

By the CHAIRMAN:

Q. Who were you and Brown acting for in that transaction; who were you expecting to have co-operate with you?—A. I was in communication with some parties North that I expected to go into the operation.

Q. I say, whom did you expect to go in with in that matter?—A. O, I cannot tell you.

Q. No parties here?—A. No, sir; there was not a party here that knew anything about it. In the event that we could not get anybody, I was going to sell it to the Soldiers' Home; I knew they wanted it, and have since bought it.

Q. Did you forfeit that \$10,000 to Mr. Corcoran?—A. I have never received a cent of it.

Q. I know; but is it understood between you and Mr. Corcoran that you are to lose that \$10,000 because you did not make that first payment?—A. I have not seen Mr. Corcoran or Mr. Hyde since. That was understood that it would be forfeited if the first payment was not made.

Q. And you have never spoken to either of them since?—A. No, sir.

Q. Do you expect to lose that?—A. Well, I do not know. I think there is a very good chance for it.

Q. Has not that \$10,000 been paid back to somebody?—A. Well, to the best of my knowledge I think it has.

Q. To whom?—A. It was paid to Mr. Brown.

Q. What Mr. Brown?—A. W. Colvin Brown.

Q. Do you know what he did with the money?—A. He went to Europe with it, I think.

Q. Was there not some understanding between you and Mr. W. Colvin Brown in regard to this thing?—A. Simply a telegram from Hoboken that he was going to sail for Europe, and return in six weeks, and he has not been back since.

Q. Were you content to have him go away and carry that money with him?—A. I did not know that he had it; and I did not dream that Mr. Corcoran would give it to him at all, and I do not know that he has now, only from hearsay.

Q. You did not know anybody else at all about this city that was interested in the purchase of that Harewood estate?—A. I know that there was nobody.

Q. You know that there was no one?—A. No, sir; no one whatever. Nobody knew that it was for sale, that I know of.

Q. How did you find out it was for sale?—A. I found out through the agent and through parties living there.

Q. Through whom?—A. Through Mr. Thom, who was living there. He was an old acquaintance of mine.

Q. How did he happen to give you information?—A. We were riding through there one Sunday.

Q. Was he representing anybody?—A. He is a nephew of Mr. Corcoran, and he said that Mr. Corcoran probably would sell it; that he had concluded to sell a good deal of his property about here.

Q. How much was Brown to pay?—A. He was to pay half.

Q. When were you to pay the balance of your portion?—A. I was to make the first payment on October 4th.

Q. Do you know where Brown was to get the money?—A. Well, he has property in New York that I inquired about, and he was going to get property from Boston from his brother-in-law.

Q. Do you know where he was to get the money with which he was to pay his portion of this purchase?—A. No, I do not.

Q. Did you have any information from him?—A. I inquired, when this negotiation was entered into, whether that was true that he told me about his property in New York.

Q. Did you have any information as to where the money was to come from?—A. I supposed that he was a man of means.

Q. Did you have any information as to where he was to get the money to be used in this transaction?—A. No, sir.

Q. None whatever?—A. He told me that he could draw on his brother-in-law in Boston in a minute, or have a telegram to bring it here, but he did not do it.

Q. Did you have any information of any parties in this city connected in that transaction?—A. No, sir.

Q. Did you have any information or intimation of that kind?—A. No, sir; I am positive that there was nobody connected with it.

By Mr. THURMAN:

Q. Was this Harewood estate the same property that Mr. Corcoran has since sold to the Soldiers' Home?—A. Yes, sir.

By Mr. WILSON:

Q. Who was associated with you in connection with the procurement of contracts in this city aside from Mr. Moore?—A. Mr. Moore was not connected with me in procuring a contract.

Q. Very well; now leaving Mr. Moore out of the question entirely, who was associated with you?—A. There was no one.

Q. Directly or indirectly?—A. No one, sir.

Q. No one at all?—A. No, sir.

Q. Did you have anything to do with any other contracts in this city than the De Golyer & McClellan contract?—A. Well, I expected to have, but there were no contracts awarded.

Q. Did you have anything to do with any other contracts? Were you negotiating with any other parties?—A. Well, I believe I was.

Q. Who were they?—A. It was a New York firm, but as they did not get any contracts—

Q. Just wait a minute; who were they?—A. O'Conner & Shanley.

Q. Any other?—A. No, sir.

Q. Did you enter into negotiations with any other person or firm than De Golyer & McClellan and O'Conner & Shanley?—A. I never had any negotiations with them at all.

Q. Well, I will say Chittenden and O'Conner & Shanley ?—A. No, sir.

Q. None at all ?—A. No, sir.

Q. Were the same persons that were interested with you in the De Golyer & McClellan contract, interested with you in the O'Conner & Shanley contract ?—A. O. no.

Q. Did you have anybody interested with you in the O'Conner & Shanley contract ?—A. No, sir.

Q. Nobody at all ?—A. I think there was—no, sir; I did not have any connection. Persons were to furnish them lumber, but I had no connection.

Q. Persons furnished who lumber ?—A. O'Conner & Shanley.

Q. Who were those persons ?—A. I think men by the name of Nickerson and Reed.

Q. Who was Reed ?—A. I think a lumberman.

Q. Where does he live ?—A. I do not know.

Q. What was the arrangement, now, in regard to furnishing that lumber ?—A. That I do not know, sir. He was to get so much a square yard. I believe they furnished it cured. That I do not know much about.

Q. Outside of that you had no connection with any person, or association with any person, in connection with the O'Conner & Shanley contract ?—A. No, sir.

Q. What had that lumber business to do with your part of the contract ?—A. They were anxious that O'Conner & Shanley should get the contract so that they could furnish the lumber.

Q. Did their furnishing the lumber have anything to do with your procurement of the contract, or the compensation that you were to receive for procuring the contract ?—A. What I was to make off of it was my negotiating it through Reed, I think. I think I had an interview with O'Conner once. He was to pay so much, but there was no money here, and he did not get any contract.

Q. Just state what your arrangement was.—A. Well, I do not remember what it was.

Q. You have no sort of recollection about it ?—A. No, I am sick of it, and I have forgotten it.

Q. You say that there was no contract awarded in that case ?—A. No, sir; I think not.

Q. Let me see if I can refresh your recollection a little. Is that your signature ? [Showing witness a paper.]—A. Yes, sir.

Q. Do you know whose handwriting that is ?—A. I do not.

Q. Do you recollect of ever seeing that paper before ?—A. That is my signature; I do not know as I ever saw the paper.

Q. I will read it to you :

Whereas the board of public works of the District of Columbia has awarded a contract to Messrs. O'Conner & Shanley, of Newark, N. J., for the laying of 25,000 square yards of wooden pavement at \$3.50 per square yard, and notified said O'Conner & Shanley that a contract for 10,000 square yards of Belgian stone pavement will be awarded them, said award and notice bearing date July 12, 1873, and it is believed that upon the completion of the work above mentioned, that other work will be given said O'Conner & Shanley in the District of Columbia by said board of public works : and

Whereas Albert B. Kirtland and others have been instrumental in securing for said O'Conner & Shanley the awards above mentioned, and laid the foundation for other work in the District of Columbia : Therefore, it is hereby agreed by and between Messrs. O'Conner & Shanley, of Newark, N. J., contractors, of the one part, and Albert B. Kirtland, of Greenbush, N. Y., of the second part, to wit : That in consideration of the services and money expended by said Kirtland in personal expenses or otherwise in securing said contracts for said O'Conner & Shanley, that the said O'Conner & Shanley hereby agree to pay to the said Kirtland or his legal representatives the sum of sixty (\$60)



cents per square yard for each and every square yard of pavement laid by said O'Conner & Shanley or their legal representatives or assigns, in the District of Columbia, payable weekly or monthly in the same proportion that said O'Conner & Shanley receive their pay for said work from the said board of public works, and in the same currency, whether cash or certificates, that they receive for the same.

And it is further agreed by said O'Conner & Shanley that if other work, such as grading or street-sewering, is secured for them by or through said Kirtland or his friends interested with him, that said O'Conner & Shanley shall pay to said Kirtland, for himself and his associates, such compensation or commissions as may be hereafter agreed upon, the same to be paid as the work progresses, and in the same kind of pay as is received by the said O'Conner & Shanley from said board of public works.

This agreement is hereby binding upon the undersigned and their heirs, executors, or assigns.

Witness our hands and seals at the city of Washington, D. C., this 30th day of July, 1873.

O'CONNER & SHANLEY. [SEAL.]  
ALBERT B. KIRTLAND. [SEAL.]

Witness:

A. W. REED. [SEAL.]

Q. Did you enter into that agreement?—A. I presume I did, but I do not remember the conditions of it at all.

Q. When did you enter into that agreement?—A. Well, that I do not remember. It was some time last year; during last summer, I think.

Q. Did you enter into it as of the day that it bears date?—A. I think it was last summer or last spring.

Q. Now, having heard that agreement read, do you not now remember that a contract was awarded to O'Conner & Shanley to lay 25,000 square yards of wood pavement?—A. I presume there was an award made. I did not know anything about that. They did not go to work. The last I heard of it they said they would not go to work under it; that there was no money here.

Q. You made this agreement that they were to pay you 60 cents?—A. I did not know anything about that. My object was to assist Reed, who was furnishing lumber here, and I met O'Conner & Shanley here.

Q. You had an agreement with O'Conner & Shanley?—A. It appears so, from that.

Q. Who were the persons who were interested with you in this matter?—A. I do not know whether a man by the name of Wilcox was interested in that or not.

Q. Don't you know that Mr. Wilcox was interested in that?—A. He was interested in another matter.

Q. What was the other matter in which he was interested?—A. I do not know. It was Hussey's case, I think.

Q. What was that?—A. I do not know anything about it.

Q. Can you not recollect anything about it? Now, Mr. Kirtland, there is no use for you to be withholding these things.—A. Well, sir, it is not my intention at all.

Q. You must readily perceive that this committee is in possession of some matters that perhaps you are not aware of.—A. Well, sir, I am in hopes you are.

Q. Well, sir, now what was this Hussey matter?—A. Upon my word I do not know anything about it. I know that Wilcox & Hussey—he was engaged in some contract with Hussey and a man by the name of Wirt—but I had very little to do with him, and had forgotten that.

Q. Who is Hussey?—A. He is a contractor here.

Q. What kind of contracting was he doing?—A. I think he was grading; I am not sure—grading and paving.

Q. Who was this other man, Wirt?—A. He was a man who had some means here.

Q. Was he a contractor?—A. No; I think he furnished the means.

Q. Whom was he furnishing the means to?—A. To Hussey & Wilcox.

Q. What was your interest in those contracts?—A. None at all.

Q. Nothing whatever?—A. Nothing at all; and I did not dream that I had any interest in that.

Q. Now we will go back to this. You say that Mr. Wilcox may have had an interest in it. Having had your recollection refreshed so that you are able to think that Mr. Wilcox may have had an interest in it, can you not remember somebody else that had an interest in it?—A. No, sir.

Q. No person at all?—A. No, sir.

Q. I would be glad if you would think now a little.—O! I do not remember anybody else; I had forgotten that.

Q. Did you not enter into an agreement with Mr. Wilcox, with reference to this very contract, that Wilcox was to be paid the sum of \$7,000?—A. No, sir.

Q. Twenty cents per square yard?—A. I remember nothing of the kind.

Q. You cannot remember anything of the kind?—A. No, sir; I do not think there was any such agreement between us.

Q. Then what interest did Wilcox have?—A. I do not remember, sir.

Q. You do not recollect what interest he had?—A. No, sir.

Q. Were these transactions so common with you that you are unable to remember them?—A. No, sir; they were not very common.

Q. Did you keep any books, papers, memoranda, or anything of the kind?—A. No, sir; I kept no books and had no book-keeper.

Q. Why not?—A. I did not think it necessary.

Q. You kept no memorandum of these transactions?—A. None at all.

Q. Why not?—A. For the reason that I did not suppose it was necessary.

Q. I wish to refresh your recollection a little further. "Washington, D. C., August 9, 1873. In consideration of valuable services, and one dollar in money, hereby acknowledged as received from Gardner H. Wilcox, I hereby assign and agree to pay, or authorize to be paid, to said Wilcox the following amounts from the proceeds of the within contract or agreement, namely: from the proceeds of the first 25,000 square yards of pavement, the sum of \$7,000, and 20 cents per square yard out of the 60 cents per square yard to be paid to me upon all other pavements laid by said O'Connor & Shanley, or assigns, in accordance with the within agreement, and said O'Connor & Shanley are hereby authorized to pay to said Wilcox, or order, such amounts as are hereinabove mentioned to be allowed and paid him, and deduct the same from the amounts agreed to be paid to me on the within agreement or contract, and payable in the same funds and at the same time as received by said O'Connor & Shanley on said contract." Do you recollect any such agreement as that?—A. I do not remember. How much was there awarded to them?

Q. Twenty-five thousand square yards. And this Belgian pavement, with reference to which I called your attention a moment ago.—A. I do not remember signing any such paper as that.

Q. Do you recollect making an agreement of that kind?—A. No, sir.

Q. You did not make any such agreement as that?—A. I do not remember making any such agreement. Did I sign any such paper?

Q. Well, I am not answering questions now, sir.—A. I do not remember any such agreement.

Q. You did have negotiations with Mr. Wilcox, did you, in regard to

this thing?—A. Well, he was interested in a small way in that. I do not remember what.

Q. What was he to do?—A. I do not think he was to do anything.

Q. Whom was he representing?—A. I do not think he was representing anybody.

Q. Did you ever have any conversation with him in regard to that?—A. I know his family very well, and I know they were struggling along here, and he did not make anything out of the other contract.

Q. What other contract?—A. The Hussey contract. I suppose he lost what money he had in it. That is the only interest he had in it.

Q. Did you use him in any way, or have any arrangement with him by virtue of which he was to render any service in procuring this contract for O'Conner & Shanley?—A. No, sir, I do not think he knows a member of the board, or anybody connected with them.

Q. Well, sir, that might be.—A. I do not know anything about that.

Q. Did you really pay him something out of this contract?—A. I think he had a contingent interest in it; I do not remember what.

Q. You did agree to pay him something out of what you received?—A. I do not know whether I was to pay him, or not.

Q. Who was to pay him if you did not?—A. I do not know that I was. I had forgotten almost that whole transaction.

Q. Was not what he was to receive to come out of what you were to receive?—A. I do not know that I was to receive anything. I thought it was to go to Reed. Reed was to pay me something.

Q. What was Reed to pay you?—A. I have forgotten the terms of that entirely.

Q. You do not know anything about that?—A. No, sir. It was in the neighborhood of about 50 cents.

Q. Fifty cents per square yard?—A. Yes, sir.

Q. He was simply furnishing the lumber?—A. Yes, sir.

Q. And he was to pay you 50 cents a square yard?—A. Yes, sir; in that neighborhood, I think.

Q. Do you know what price Reed was to get for his lumber?—A. No, sir; there was a regular price here; I do not know.

Q. Then, according to this statement, Reed was to furnish the lumber at the usual price. By that, do you mean the regular market-price?—A. Yes, sir; that or the price that other contractors were paying. He has stated the price to me, but I have forgotten.

Q. Then, he was to pay 50 cents a square yard, in order to sell that lumber at the market-price?—A. He procured those contracts for O'Conner & Shanley. If he got the contract, they were to do the work. He was to furnish the lumber, and he was to pay me so much. That is about as near as I can get at it, according to my recollection.

Q. In this agreement which you say you signed, I find this paragraph, "And whereas Albert B. Kirtland and others have been instrumental in securing for said O'Conner & Shanley the awards above mentioned." Who were the others?—A. I do not know what that refers to, unless it was to Reed.

Q. "Others" is more than Reed?—A. Wilcox had a contingent interest in that, I think.

Q. What was Wilcox's contingent interest?—A. I do not remember.

Q. What was his interest for?—A. That I do not remember. He was trying to get a contract here for himself; and if we could get a pretty good contract for Shanley and the other man, he would come in. He withdrew his application, or something of that kind. I think that was the fact, so that there would not be too many.



Q. I will read the whole of this now—that whereas Albert B. Kirtland and others have been instrumental in securing for said O’Conner & Shanley the awards above mentioned, and laid the foundation for other work in the District of Columbia.” Now, what foundation had you laid for other work, and what other work was it?—A. I do not suppose that I read that.

Q. Sir?—A. I have no recollection of what it was at all.

Q. None?—A. Except that it was to get further contracts.

Q. You say, over your own signature, that you have laid the foundation for other work in the District of Columbia.—A. What is that, an agreement?

Q. This is a written agreement which you say you signed, and which I read to you in full, and your name is to it.—A. I see my name is at the end of it, but I do not know what foundation there is that I laid.

Q. You say you have laid a foundation for other work in the District of Columbia; what was that other work?—A. I have no idea.

Q. What foundation had you laid for it?—A. None, sir.

Q. Through whom, or by what means, did you lay a foundation to get work?—A. I have never laid any foundation.

Q. You never did?—A. No, sir.

Q. Did you never have any instrumentality at work to lay the foundation for work?—A. That is a mere figure of speech, I think.

Q. Did you ever have any instrumentality at work?—A. No, sir.

Q. You had not?—A. None whatever, except if you consider these instrumentalities that I have mentioned.

Q. I would be glad to have you tax your recollection to its utmost capacity to know whether anybody else was connected with you in this matter.—A. I do not remember of any one, sir.

Q. Did you represent to Mr. Chittenden that you had great influence here in getting contracts?—A. No, sir, I do not think I did.

Q. You said but a while ago that Mr. Chittenden’s testimony was correct, I understood you.—A. Did I state that?

Q. Did you not state that a while ago?—A. I am willing to state that it was substantially correct.

Q. If he swore, then, that you made such a representation to him, it is incorrect in that particular, is it?—A. I do not remember having made any such statement to him. He never inquired what influence I had.

Q. Did you not represent to him that you had great influence to get a contract?—A. I do not remember of making any such representation.

Q. Did you not say to him that you had great influence here, and that you would be able to do a great deal of good in getting a contract?—A. I do not remember any such thing or statement.

Q. Do you say that you did not make it?—A. I do not remember making any, sir.

Q. You are still unable now to remember the name of any person else who was connected or associated with you in any way in this matter?—A. No, sir; I do not remember anybody.

Q. This contract that I have read to you bears date the 30th of July, 1873. Do you recollect of award of a contract having been made prior to that time?—A. That I was interested in?

Q. Yes, sir.—A. None that I was interested in. I know there was none that I was interested in.

Q. I will read you a paper: “Board of Public Works, District of Columbia, Washington, July 12, 1873.” Before I read this, however,

I wish to ask you if you know a man by the name of J. J. Hinds?—A. Yes, sir; I have been introduced to him.

Q. Where did you first become acquainted with him?—A. Through Mr. Wilcox, I think.

Q. Where is he from?—A. I think he is from the West.

Q. What was his business here?—A. He is a mail-contractor, I think.

Q. Did you have anything to do with him in the way of getting contracts?—A. Wilcox & Hinds had an application for contracts, and they withdrew their application, as I understood it, through Wilcox, and took an interest in O'Connor & Shanley's, if they got a contract.

Q. Then you remember, now, that Hinds was interested along with Wilcox in this O'Connor & Shanley contract?—A. I say I was introduced to him by Mr. Wilcox. I do not know that he was interested, or to what extent.

Q. You say that he was interested with Hinds in trying to get a contract, and after that they gave that up?—A. I say that I heard they had an interest in it.

Q. But after that failed, then you say that Hinds & Wilcox took an interest in this O'Connor & Shanley matter?—A. Mr. Wilcox took an interest. I know nothing about Hinds having any interest.

Q. For the purpose of refreshing your recollection in regard to this matter, I read to you another document:

Messrs. O'CONNER & SHANLEY,

*Care J. J. Hinds, 508 Twelfth street northwest:*

GENTLEMEN: I am directed by the board to inform you that a contract has been awarded you for laying 25,000 yards of wooden pavement of the Stowe, Miller, or other approved patents, to be laid upon such streets as may hereafter be designated, at the board-rates as established. The pavement to be in full accordance with the specifications of the patent; to be treated by the Sealey or Robbins process; the treatment of the wood to be under the inspection of the board at the mills.

Also that a contract will be awarded you for laying 10,000 yards of Belgian-stone pavement, of the New York specification pattern, at the prices established by the board. You will notify the board when you are prepared to commence the work.

By order of the board.

CHARLES S. JOHNSON,

*Assistant Secretary.*

Q. Does that refresh your recollection in regard to this matter?—A. I have stated all I know about that.

Q. Do you say now that there was no such contract awarded?—A. That is the same contract, is it not?

Q. Yes, sir, exactly.—A. I stated that there was an award made to O'Connor & Shanley some time ago, did I not? I understood there was. What interest Hinds had in it I do not know.

Q. Have you anything further to state about it now?—A. Nothing that I remember about it. I remember very little about that.

Q. What did you do with the money that you received on account of this De Golyer & McClellan contract?—A. I have spent most of it.

Q. Did you directly, or indirectly, pay any of that money to any other person?—A. To any person connected with the board?

Q. I did not ask you that question. Any other person?—A. Well, there is \$10,000 of it accounted for, is there not?

Q. Just answer my question—whether you, directly or indirectly, paid to any other person any money on account of that transaction?—A. Not on account of that transaction; not to the amount of one farthing.

Q. You got the whole benefit of that yourself, did you?—A. Yes, sir.

Q. Entirely?—A. Yes, sir; I owned the notes, and was the *bona-fide* owner of the notes, I considered, and did what I pleased with them.

Q. So you say that no part of that money went from you, or any money in lieu of that went from you to any other person?—A. Not one cent, sir.

By Mr. STEWART :

Q. You say you think Brown got this \$10,000?—A. Well, I am not much of a thinkist, but that is what I heard.

Q. Have you ever written to Brown about it?—A. Yes, sir.

Q. Have you got a letter from Brown?—A. Yes, sir.

Q. Where is the letter?—A. I do not know; it is burned up, I suppose.

Q. What did that letter state?—A. The letter stated the same as the telegram—that he would return here in the course of six weeks and arrange what was just.

Q. What did it say about the \$10,000?—A. He never mentioned it at all.

Q. Did you write to him about the \$10,000?—A. I did lately; I have not got any answer from him. I told him I would like a remittance, as he had not come as he agreed to. I suppose he did not think that I knew that he got it. I think he got that, and cleared out with it. That is my impression. Of course it was stated on the written agreement to be forfeited.

By Mr. WILSON :

Q. Do you know for whom Brown was acting?—A. Well, that having come in about Brown, we expect him to be here in a few days, and I would like to get that from him.

Q. Do you know for whom Brown was acting?—A. I do not know. I think he was trying to get re-instated. He was a consul.

Q. Re-instated as what?—A. As a consul at Hamburg, or some other place.

Q. Did he get re-instated?—A. No, sir, not that I am aware of.

Q. Do you know for whom he was acting?—A. I know nothing about the man. He showed me very good letters; and he was rather a fascinating man.

Q. Do you know for whom he was acting in this transaction?—A. I do not know. Mr. Chittenden testified here that he had an interest in this contract. He showed me a note once of \$8,000 of Chittenden's, and wanted me to buy it. I thought it was very queer. He said he took his money out of his pocket.

By Mr. WILSON :

Q. Did you not know that Brown was acting for somebody else—that he was a middle-man here?—A. No, sir; I did not know anything of the kind.

Q. You say you do not know that Brown was to have any part of the money from Chittenden?—A. I did not suppose that he had a farthing's interest in it.

Q. Did Chittenden ever tell you what was to come out of that 50 cents?—A. Yes, sir; he told me.

Q. What was it?—A. About \$28,000.

Q. Who was to get that?—A. He did not tell me, and I did not ask him. He said it was necessary expense.

Q. Did he say what that necessary expense was for?—A. I told you that he did not. I did not ask him.

Q. Did you not know that he was operating here secretly? Was it not understood between you and him that there was something that had



to be covered up?—A. I do not think there was any such idea of covering up anything.

Q. Was not that the understanding between you and him?—A. No, sir.

Q. What was that \$28,000 to be used for?—A. Well, he represented it as counsel-fees and his expenses.

Q. Did he specify more particularly than that it was counsel-fees? If he did, state what he said.—A. No, sir; he did not.

Q. Nothing definitely?—A. No, sir.

Q. When did you come to the city last, before yesterday or to-day?—A. I came here about two weeks ago.

Q. Where did you stop?—A. I went up to Wilcox's house first.

Q. Where did you go then?—A. I heard he was keeping house, and I thought I would stop there.

Q. Where did you go from there?—A. To the Washington House.

Q. In what name did you register there?—A. A. Buchanan.

Q. Why did you conceal your own name?—A. I told you that I had a delicacy about coming here; did not like the publicity of the matter. I came here for the purpose of testifying, but I did not like the manner in which the investigation was carried on, and to avoid it I thought I would, if possible, keep out of the way. They had got through with me; thrown all the dirt they could at me.

Q. There cannot be any dirt thrown on a man in a straightforward transaction.—A. Well, you have allowed people to get up here and state what they have heard about me, for instance, that I did not like; and they will have a good chance to prove it.

Q. What do you say?—A. I have no grievance to make and nothing to complain of.

Q. Exactly. If you had come directly here there would have been no trouble about it.—A. I have nothing to say in the world. I am not worth the powder and shot they have made about me. I live in a country-place where they have got this thing from one end to the other.

Q. Did you get a telegram from this committee to come here and testify?—A. I got a telegram from French.

Q. Why did you not come?—A. I came; I answered it that as soon as I could be furnished with funds to travel I would come; not in those words exactly, but I came here the same day that I telegraphed.

Q. Did you come here the same day that you got the telegram?—A. I do not know that I got the telegram the same day it was sent, but I came very soon.

Q. How long after you got the telegram before you came here?—A. Two or three days, maybe.

Q. For what reason did you come here and pass under an assumed name?—A. For the very reason that I did not want to testify if I could avoid it.

Q. You said that there had been all sorts of dirt thrown on you in the testimony before this committee?—A. Yes, sir.

Q. You had been promptly summoned by the committee?—A. I was home. If they wanted me they could have got me a long time ago.

Q. What was the occasion for your coming here and passing under an assumed name?—A. I wanted Chittenden to testify, and I wanted to communicate with Colonel Moore.

Q. Why did you want Chittenden to testify? If it was a straightforward transaction there could be no advantage in having Chittenden testify, or no embarrassment.—A. If Moore's name was not mentioned I was going to clear out.

Q. And not tell?—A. I should not have told his name if they had kept me here for four years, because I promised not to.

Q. To whom did you promise not to?—A. I made it to Colonel Moore himself.

Q. When?—A. When I promised to put that to his credit; says he, "If Mr. Shepherd knew this it would ruin me."

Q. At the time you and Mr. Moore had this transaction there was an understanding between you and him that his name should be kept secret?—A. He told me not to tell, and I promised him that I would not.

Q. You had that sort of an understanding?—A. Yes, sir; I had an understanding that I never would tell.

Q. Then you were to pay him money, and that thing was to be kept a profound secret. It was between you and him alone?—A. Yes, sir.

Q. For that reason you came here and avoided coming before the committee?—A. Well, I did not want—

Q. Well, that was your reason for not coming before the committee?—A. Yes, sir; I did not like the publicity of it, and I do not like it now. I did not like the way they conducted the examination; I say that frankly.

Q. Very well, sir, that is all right; we have no right to take any exception to your criticisms.—A. Well, it seems to be an arena here for people to slander each other.

Q. After you got here, did you communicate with Colonel Moore?—A. No, sir.

Q. Sir?—A. Yes, I wrote him a note the day I went away.

Q. Did you see him before you wrote him that note?—A. No, sir.

Q. Did you see him after you wrote that note?—A. Yes, sir.

Q. Where did you see him?—A. At the Ebbitt House.

Q. In what name were you registered at the Ebbitt House?—A. Hoyle.

Q. H. C. Hoyle, of Chicago; is that right?—A. I did not register that name.

Q. Who did?—A. I do not know who it was.

Q. Do you say you do not know who registered that name?—A. Why, no, sir. How should I know?

Q. Very well. You went to the Ebbitt House and took a room there, and did not register yourself?—A. No, sir.

Q. Did you have any arrangement with anybody to register for you?—A. I think I sent down a hall-boy for a room from upstairs.

Q. Who was with you upstairs?—A. Mr. Wilcox.

Q. And from there you sent a hall-boy down to register your name?—A. Yes, sir.

Q. Did you give the boy the name on a slip of paper?—A. I think so. I think the name was given him. I am not sure whether I gave it to him or not.

Q. Who else was with you when you went to the Ebbitt House?—A. No one else.

Q. What was your purpose in changing your quarters from the Washington House to the Ebbitt House?—A. It improved my table, &c. I went there for the purpose of seeing Mr. Storrs.

Q. At whose instance did you go there to see Mr. Storrs?—A. I went there, not through anybody's instance, but my own. I requested Mr. Wilcox to take me to his room.

Q. You had an interview with Mr. Storrs, did you?—A. Yes, sir.

Q. During that interview, did you tell Mr. Storrs that it would not do for you to testify in this case?—A. No, sir.

Q. Did you tell Mr. Storrs that if you testified in this case you should be compelled to tell the truth, and that it would strike men in high places?—A. No, sir.

Q. Did you tell him that it would ruin men occupying high places?—A. I told him I would tell the truth if I came here.

Q. Did you tell him in that conversation that your testimony would strike men in high places?—A. No, sir.

Q. Did you tell him that it would ruin men occupying high positions?—A. No, sir.

Q. You made no declarations of that kind to him?—A. No, sir.

Q. Nothing of the sort?—A. Nothing of the sort. I told Mr. Wilcox that Mr. Storrs had put Chittenden through very well, and he said that Mr. Storrs was very much elated over it, and would act as my counsel, without a fee, and that is the very reason I went there.

Q. Did you tell Mr. Storrs that your testimony would be very damaging to men occupying high positions here—in high places?—A. No, sir.

Q. Nor anything of that kind?—A. Nothing of the kind.

Q. Did you employ Mr. Storrs to act as your counsel?—A. No, sir. I went there with that purpose, though.

Q. You say you met Mr. Moore there?—A. Mr. Moore called on me the day I went away.

Q. How did Mr. Moore happen to call on you?—A. I told you I wrote him a note.

Q. Did you direct him in that note to call on you at the Ebbitt House?—A. I am not sure now where I told him to come. I do not think I told him any way. It was delivered by a party——

Q. Mr. Moore, then, went at your own suggestion—through a note which you wrote to him?—A. Yes, sir. I told him that I had made up my mind to leave town.

Q. How is that?—A. I told him I had made up my mind to leave town, and would like to see him.

Q. Did you tell him where you would like to see him?—A. I do not think I did.

Q. You did not indicate the place?—A. No, sir.

Q. Did you have any private interview with anybody else at the Ebbitt House?—A. I had, if you call it an interview, with Mr. Mattingly. He called on me there.

Q. How did he find out that you were there?—A. That I do not know. I think it was through Mr. Storrs.

Q. Did you send word to Mr. Mattingly that you wanted to see him?—A. No, sir.

Q. You did not?—A. No, sir.

Q. You did not seek an interview with Mr. Mattingly?—A. No, sir.

Q. You think it was through Mr. Storrs that Mr. Mattingly called on you?—A. Yes, sir.

Q. How long did you talk with Mr. Mattingly?—A. Twenty minutes, I think.

Q. Did you, in that interview with Mr. Mattingly, communicate to him the relations that you occupied with Mr. Moore?—A. No, sir.

Q. Did Mr. Mattingly inquire of you what you had done with this money?—A. My interview with him was confidential, as my attorney.

Q. Did you employ Mr. Mattingly as your counsel?—A. I wanted it understood before I said anything to him.

Q. Did you employ him as your counsel?—A. I do not know as I did; but I wanted it understood.

Q. It does not make any difference whether he was your attorney or



not: you will have to answer the question.—A. I am perfectly willing to, sir, although I don't like to. He didn't ask any secrecy from me. I am perfectly willing to tell you what I said to him. He said he wanted me to come here as a witness, and when he left me says, "I want you to come here as a witness. But," says he, "you need not have any apprehension, I am not going to have you subpoenaed." "Well," says I, "you better not; I want to come voluntarily when I do, and if I don't want to come, I want to go away."

Q. Did Mr. Mattingly inquire of you what you had done with that money?—A. I think he did.

Q. Did you state to him?—A. I stated to him what I have stated to you.

Q. Did you tell him your relations to Mr. Moore?—A. No, sir.

Q. You did not?—A. No, sir.

Q. Did you or not decline to tell him what you had done with this money?—A. I declined to tell him how much I had received. I told him I did not know.

Q. Did you decline to tell him what you had done with the money?—A. I told him, on the contrary, what I had done with the money.

Q. Did you not refuse to tell him what you had done with the money?—A. I do not think I did.

Q. Did he not put the question to you directly, and press it upon you, to know what you had done with the money, and did you not refuse to tell?—A. I do not think I did.

Q. Can you not refresh your memory; it is not very long ago?—A. No it is not very long ago, but I have something else to think about. I do not remember his putting such a question to me, sir.

Q. Can you not remember that you refused, or whether you did or did not refuse to tell him what you had done with that money?—A. If he didn't ask me the question—

Q. I will repeat the question, sir. Did he not ask you what you had done with that money, and did you not refuse to tell?—A. I do not think—I do not remember of his asking any such question.

Q. Did you not say to him that you declined to tell him what you had done with the money?—A. No, sir.

Q. You did not?—A. No, sir.

Q. When did you leave this city?—A. I left here, I think, on Saturday morning—Friday or Saturday morning.

Q. Before I come to that, I will ask you what occurred between you and Mr. Moore?—A. Merely friendly matter.

Q. Did you talk about this matter?—A. Very little.

Q. Did you talk about it at all?—A. I told him that I didn't expect to go on the stand. I didn't want to hear anything about it. I told him I was going away that night; that I thought the investigation would end without my testimony.

Q. What night was that?—A. I think that was Friday.

Q. Friday of last week?—A. Yes, sir.

Q. Did you tell him you would go away that night?—A. Yes, sir; I told him I expected to go.

Q. Did you go that night?—A. I think I did; or very early the next morning.

Q. What time did you leave the next morning?—A. I think I went to Georgetown to catch the boat from there at 6 or 7 o'clock.

Q. Did you catch it?—A. No, sir.

Q. You left town?—A. Yes, sir.

Q. In what way?—A. I left town in a carriage.

Q. Where did you go from Georgetown?—A. I went to Alexandria.

Q. Where did you go from Alexandria?—A. I went South.

Q. Where?—A. To Richmond.

Q. Where from there?—A. To Norfolk.

Q. Where from there?—A. Home, as straight as I could go.

Q. What route did you take home?—A. I took the steamer.

Q. The steamer from Norfolk to New York?—A. Yes, sir.

Q. Did anybody take you out of this town in a carriage?—A. No, sir; except the driver.

Q. You went from the Ebbitt to Georgetown in a carriage, did you?—A. Yes, sir; or the vicinity of the house as soon as I could get a carriage. There was none standing there at that time of night.

Q. What time of night was it when you went to Georgetown?—A. I do not know. It was between 12 and 3 o'clock, I should think.

Q. About what time was it when you went?—A. That is as near as I can get to it. I know it was after 12 o'clock.

Q. Who procured a carriage for you?—A. I think I got it. I found it down on the stand.

Q. Did you go down there yourself?—A. The watchman went for it, but I met him half way.

Q. Who sent the watchman for it?—A. I do not remember; I rang the bell, I think.

Q. Who was in your room at the time you left?—A. I was in my room—I was in Mr. Storrs's room.

Q. Who was with him?—A. Mr. Chittenden.

Q. Who else?—A. Nobody that I remember.

Q. Who had been there before that?—A. O, I guess about a dozen.

Q. Who were they?—A. Well, really I do not know.

Q. Give us some of their names.—A. Mr. Storrs's friends.

Q. Well, who were they?—A. I do not think I remember a single name.

Q. Not one?—A. No, sir; I think his brother-in-law was one.

Q. Mr. Storrs's brother-in-law?—A. Yes, sir; what his name is I do not know.

Q. Where does Mr. Storrs's brother-in-law live?—A. That I do not know.

Q. Do you know where he stays in this city?—A. No, sir.

Q. How old a man is he?—A. I should think he was about your age.

Q. What kind of looking man is he?—A. He is a stout man, with a mustache and imperial.

Q. What colored mustache?—A. Dark.

Q. You do not know his name?—A. I do not really. Storrs told me it was his brother-in-law. I think he was there twice while I was there in the room; once in the morning and once afterward.

Q. How long did you stay in Mr. Storrs's room?—A. Well, I was there all the evening.

Q. How long altogether did you stay there? How long were you at the Ebbitt House?—A. I went there one evening and left the next.

Q. How much of that time did you stay in Mr. Storrs's room?—A. Well, I do not know. I was in and out all the time. My room was not far from there. I was there some of the time when he was away. He has a parlor and a bed-room there.

Q. Did you stay there most of the time?—A. Yes, sir; most of the time.

Q. And when you left this city to go to Georgetown, you left from that room?—A. Yes, sir.

Q. Where was your baggage?—A. At the Washington House.

Q. You declined to come here for the want of funds, I believe you said?—A. Well, I think they ought to have paid my fare.

Q. Who paid your expenses while you were here?—A. I paid them myself.

Q. Out of whose money?—A. Well, I think it was my own.

Q. Did anybody give you any money while you were here?—A. I received some money while I was here from my wife.

Q. Did anybody in this city give you any money?—A. No, sir.

Q. You received some money from your wife. Did you receive any from any other source?—A. No, sir.

Q. None whatever?—A. None whatever.

Q. Did you pay the hack-hire?—A. No, I did not.

Q. Who did?—A. I could not get any change in Georgetown, and I sent a note to Storrs. I had a five-dollar bill, and they could not give me any change at that time of night. I do not know whether Storrs paid it or not.

Q. How did you get to Alexandria?—A. I drove down there.

Q. Who drove you down?—A. A man that I hired.

Q. Who was that?—A. I do not know.

Q. Do you know the man who took you down to Alexandria?—A. No, sir; I would not know him now, I suppose, if I was to see him.

Q. Was it a hack?—A. No, sir; it was a buggy.

Q. Where did you get the buggy?—A. It was in Georgetown.

Q. At the livery-stable?—A. Yes, sir.

Q. Did you get it yourself, or get somebody else to get it for you?—A. I got it myself. As soon as I missed the steamer I went to the first stable I found and got a buggy.

Q. What time in the morning was that?—A. It was very early, about six o'clock. I think the steamer leaves at six.

Q. From Alexandria how did you go to Norfolk?—A. I went by the cars to Richmond, and from there took the steamer.

By Mr. STEWART:

Q. About that agreement that you made with Moore not to tell this thing, you promised not to tell?—A. Well, he merely said when I offered him a portion of this, says he, "You could not do a more charitable act. I am struggling along here; but if Aleck should know it, it would ruin me."

Q. If who knew it?—A. Mr. Shepherd.

Q. Why?—A. I do not know why. "Well," says I, "I will never tell." That was all the agreement there was.

By the CHAIRMAN:

Q. Did you not tell?—A. Never to a living man.

Q. And left no one to infer it?—A. I would like people to infer all that they have a mind to. It rather pleases me.

By Mr. STEWART:

Q. You never told this to any one?—A. Never to a living soul.

Q. Did you and Mr. Moore have a talk about this thing when you met?—A. O, we were laughing over it. What a disastrous thing it had terminated in, &c.; and I told him I did not want to hear anything about it; and he said he didn't; and we talked about other matters.

Q. You told him that you would not come here and testify?—A. I was here.



Q. You told him that you would not come before the committee and testify about it?—A. I told him that I did not want to. I didn't want the publicity of it. It goes all through our local papers up there, and I don't like it. I am willing to state the facts and everything in regard to the transaction briefly and to the point, so far as I know. If I could avoid it, as it is disagreeable to me, I would do it.

Q. At what time did he tell you that if Shepherd should hear of this, that it would ruin him?—A. That was at that very time when I received the notes and proposed to divide them.

Q. Still he was willing to take a part?—A. Yes, sir; he thought I was making a pretty good thing.

Q. Did he not claim at that time that he had helped you to make that a good thing?—A. No, sir; not anything of the kind.

Q. He did not claim, then, that he had helped you make this good thing?—A. No, sir.

Q. He did not at any time say that he could be of service to you?—A. No, sir; he said he would like to aid me if he could, but he did not know where he could.

Q. He never told you that he had aided you?—A. No; it was entirely out of his line; on the contrary, he had nothing to do except with the store.

Q. Why did you go to him particularly?—A. I merely went to him and told him that I had this contract. I had been in the store every day.

Q. Why did you go to his store every day about a matter of this kind?—A. That was before I had proposed this thing to him. I have known him for years.

Q. You never had any conversation with him about contracts before this was proposed to you?—A. No, sir.

Q. This other contract by which you were to get 60 cents a yard?—A. I don't think he knows anything about; that I never spoke to him about it.

Q. Did you not tell Mr. Wilcox that the 40 cents that you were to have was to go to Mr. Moore?—A. No, sir, never; nor to any one else.

Q. Did you not tell Mr. Wilcox, or give him to understand that Mr. Moore had a great influence in giving contracts?—A. I never told him anything of the kind.

Q. Did you ever, in any way, mention Mr. Moore's name to Mr. Wilcox?—A. Mr. Wilcox has seen me in conversation with Mr. Moore. I think he has been there at the store with me. I have never mentioned his name in connection with contracts.

Q. And you never mentioned his name in connection with contracts in connection with him?—A. No, sir. I think he knows that I am intimately acquainted with Mr. Moore, and he is an intimate friend of mine.

Q. You had no idea at any of these times that Mr. Moore helped you at all?—A. No, sir.

Q. Did you not think that you were playing a pretty sharp game on De Golyer and McClellan?—A. I had nothing to do with De Golyer and McClellan at all.

Q. Well, with Chittenden, or whoever was to pay the money; could you get this amount of money for doing nothing?—A. Chittenden was perfectly satisfied.

Q. Suppose he was satisfied, did that satisfy you that you were not getting something for nothing? He must, of course, have been de-

ceived as to your influence, must he not?—A. Well, I do not know anything about that, sir.

Q. You do not think a man would give \$72,000 when there was absolutely no influence?—A. He got the award.

Q. He would not want to pay that to persons who had nothing to do with it. He had just as lief keep it himself?—A. Well, he did not.

Q. Now, do you pretend to say that you do not believe that he had an idea that you had influence?—A. I think he did.

Q. He had an idea that you had influence?—A. I think he did. He inferred that. He "tumbled to it" from my associations.

Q. But, as a matter of fact, you did not have any?—A. I never represented that I had any.

Q. As a matter of fact, you did not have any?—A. I do not think I had.

Q. You did not think you had any then, did you?—A. I never stated that I had.

Q. You did not think that you had any, did you?—A. I did not think I had much.

Q. You did not believe that you had any influence at that time? [The witness hesitates.]

Q. Did you, or did you not, at that time think that you had influence?—A. Well, I do not know what you mean by influence. When I had the first talk with him, I believe the statement of Page, and if I could bring him in connection—

Q. Not in regard to Page. He was brought in contact with Page. It was not of any consequence for your getting Page. He had an arrangement with Page. Now, at the time you contracted for it, did you, or did you not, think you had influence?—A. I thought if I could get the contract through Page, that was influence, was it not?

Q. Was that Page that you referred to when you made that contract?—A. Page told me—

Q. Did you not state here, a little while ago, that you brought Page to him before you made this contract for 36 cents; that was an independent transaction before; afterward he made the arrangement with you?—A. He made an arrangement with me, but he wanted—I went to Page, and Page wanted 50 cents a square yard. Well, that was satisfactory. I wanted to know from Page what I was going to make. He says I would have to get it out of Chittenden. So I told him I would have nothing to do with it; I would introduce him to Chittenden.

Q. Then you did not get anything out of this influence with Page; and then you made a subsequent contract?—A. Subsequent to that I did not think I had any influence.

Q. But you were satisfied that Chittenden thought you had?—A. Yes, sir.

Q. And you were willing to be in a position of taking \$72,000, without having any influence, he believing you had. Is that the way you want to have it stand?—A. I would as lief have it stand that way. I got the \$72,000 in notes.

Q. You are willing to take \$72,000 for nothing if you could make a man believe—?—A. I did not try to make him believe anything.

By Mr. WILSON:

Q. Why did you go to Mr. Moore?—A. I had been there every day that I had been in town, almost.

Q. Why did you go to Mr. Moore in regard to this matter?—A. I did not go to him in regard to this matter.

Q. Who did go to him with regard to this De Golyer & McClellan contract?—A. I mentioned the subject to him among other things.

Q. Did you go and solicit him to use his influence to help get this contract?—A. No, sir; I never solicited and never asked him if he had any influence.

Q. Did you never ask him to do anything for you?—A. I merely asked him if he knew anything, how the thing was progressing, after a meeting of the board, or something of that kind. He knew nothing.

Q. Now, sir, you never spoke to Governor Shepherd about this?—A. No, sir.

Q. Nor to any member of the board of public works?—A. I do not know them, sir. I was introduced to Mr. Shepherd at Jersey City, and never had but a few words' conversation with him.

Q. Did it never occur to you that you, by what you were doing, were perpetrating a very great outrage upon Mr. Shepherd?—A. No, sir.

Q. It never occurred to you?—A. No, sir.

Q. Did it never occur to you that, by reason of the relations that existed between Mr. Shepherd and Mr. Moore, that you were liable to place, and most likely to place, Governor Shepherd in a most unfortunate attitude before the country?—A. No, sir; it did not occur to me at all. That pavement had been represented as the finest pavement in the world; and they would have made money, and it would have been satisfactory.

Q. But here you were going to a man who was intimately associated with Governor Shepherd.—A. He was not a partner of Governor Shepherd's then.

Q. But he was in his employ?—A. Yes, sir.

Q. And he was a man who had occupied a somewhat conspicuous position in this community, was he not?—A. Yes, sir.

Q. He had been the secretary of Mr. Johnson?—A. Yes, sir.

Q. And he had occupied other prominent positions in this community?—A. Certainly.

Q. A man well known here?—A. Yes, sir.

Q. And he was there in Mr. Shepherd's employment?—A. Yes, sir.

Q. It never occurred to you by this operation you might place him in an exceedingly false position before the country?—A. No, sir; it did not occur to me. I should never have injured a hair of his head.

Q. It never occurred to you that by this operation you might do him the grossest injustice?—A. I should never have mentioned his name if I had staid here for six years.

Q. But at the same time it was liable to have been mentioned by somebody else. You intended to come here, then, and either not mention his name and tell this committee that it was not true, or else you intended to refuse to tell the whole truth?—A. I should have avoided answering the question, sir.

Q. But when you are sworn, you are sworn to tell the truth, the whole truth, and nothing but the truth.—A. I understand that, sir.

Q. How did you expect to avoid that?—A. I didn't expect to come here to injure myself or my friends.

Q. How did you expect to avoid that obligation that was resting upon you?—A. I did not know what would be the questions.

Q. We have asked you questions here in regard to Mr. Moore.—A. He has never been benefited by a cent of this money, and he has been very much injured as it is.

Q. I understand that, sir; and the probability is that other men are going to be very much injured by these things. These things never occurred to you?—A. No, sir; they did not.



By Mr. HUBBELL:

Q. Did you not go to Mr. Moore, after you had made this arrangement with Mr. Chittenden, and tell him that you wanted his help, and intimated to him that if he could help you along in it you would pay him some part of the proceeds of your contract? Did you not give him an intimation that you would?—A. I do not think I did, sir. He did not know what the transaction was between Chittenden and myself. He did not know whether I was getting one or fifty cents.

Q. Did you not tell him that you had got a good thing, and that you wanted him to assist you?—A. I did, and gave him the evidence of it.

Q. But before that, after you made the arrangement with Chittenden, that you had got a good thing, that you wanted to get this contract awarded to De Golyer & McClellan, and that he would not be a loser by it if it was awarded?—A. No, sir; I do not think I intimated anything of the kind. He is the last man in the world that I should approach in that way, I think.

Q. After you came back from Chicago, after negotiating the first notes, did you not go to Mr. Moore and tell him that you had realized so much money, and agree or offer to divide with him and give him a part of the money?—A. I do not think I ever offered to divide any money with him at all. I offered to give him a portion of the notes.

Q. But after that, when you found that you could not negotiate the notes, and went to Chicago and sold two of the notes.—A. That \$10,000 is accounted for.

Q. But before you disposed of it, did you not go to Moore, and say, "Here, I have realized \$10,000 or some sum on these notes, and I will give you a part of it?"—A. No, sir; I do not remember of making any such proposition.

Q. Did you not make any proposition to him to divide money with him that you had realized from those notes?—A. I told him that the \$2,500 had been paid; that is the only money.

Q. But after you had made a sale?—A. No, sir; I remember nothing of that kind.

Q. The only thing you ever offered to do was to give him half of the notes?—A. Yes, if I sold them in New York, and deposited a portion of the proceeds.

Q. To his credit?—A. Yes, sir.

Q. You took his signature?—A. Yes, sir.

Q. Now, at that time did you not give him a memorandum—some sort of a memorandum—showing the number of notes and the amount?—A. I do not remember of giving him any memorandum.

Q. Either with or without signature?—A. No, sir; I do not remember anything of the kind.

By Mr. BASS:

Q. When is Colvin Brown expected?—A. I think the middle of April.

Q. What is he coming on; what do you expect him on?—A. I do not think he is coming at all, he has made so many promises.

Q. He gave you to understand that he is coming here about the middle of April. This is May now?—A. The middle of April, he told me.

By the CHAIRMAN:

Q. Did you not write a letter to Mr. Wilcox, dated about the 15th of April, from New York?—A. I think I did, sir.

Q. What did you mean when you said if you did come here and tes-

tify that somebody would be hurt?—A. I do not remember making any such statement.

Q. I read to you :

FRIEND WILCOX : I received your letter with slip from paper, yesterday. Thank you. I presume I shall be compelled to put in an appearance before the committee. Somebody will be sorry.

What did you mean by that ?—A. I expected I would be sorry myself if I did.

Q. You meant, then, by that statement that you would be sorry ?—A. My wife, I suppose ; she is very much worried about it.

Q. You thought it important to let Mr. Wilcox know that your wife would be sorry, and instead of telling him so, you told him that "somebody would be sorry?"—A. Well, I consider her somebody.

Q. You meant your wife in that statement ?—A. I think so, sir.

Q. You say, "I am perfecting a scheme that will, I believe, knock the legs from under a certain crowd." Did you mean your wife when you made that statement ?—A. That has reference to some other matters entirely foreign from this.

Q. Let me read this letter through :

NEW YORK, April 15, 1874.

FRIEND WILCOX : I received your letter, with slip from paper, yesterday, and thank you. I presume I shall be compelled to put in an appearance before the committee, but somebody will be sorry. I am perfecting a scheme that will, I expect, knock the legs from under a certain crowd. I think McC. made an ass of himself. I don't know what Chittenden will say ; he, too, may develop his ears, and so may your humble servant ; you can't tell, you know. I bought the Sun, but fail to find that interesting column devoted daily to the "board of public plunder." Two very interesting editorials on the subject, however, appear, and will, in a measure, satisfy the public of this city for the loss of the Washington letter. I am nowhere in particular and everywhere in general, nowadays ; otherwise, no doubt, I should have received their subpoena before now. But I will soon feel like rising to explain my position. I spent Sunday at Greenbush. All very well. I hope you are all well.

Yours truly,

KIRTLAND.

To Hon. G. H. WILCOX,  
Washington.

Now, do you mean to say when you use this language, "I am perfecting a scheme that will, I think, knock the legs from under a certain crowd," that that had no reference to your testimony before this committee ?—A. No, sir.

Q. Eh ?—A. None at all.

Q. What had it reference to ; what did it refer to ?—A. I was trying to think.

Q. Well, if you were perfecting a scheme here, can you not think what that scheme was ?—A. It had nothing to do whatever with this.

Q. Nothing whatever to do with this in any way ?—A. O, nothing whatever, in any shape or manner, or anything in Washington or near it.

Q. Well, what did you mean ?—A. If I state it had nothing to do with that in any shape or manner, I think that will be sufficient.

Q. No, sir ; I think not. I want to know now what scheme you expected to perfect on the 15th day of April, 1874, in New York, that would "knock the legs from under a certain crowd ?"—A. Well, I cannot answer that question, because it would injure me. I cannot criminate myself.

Q. You mean to tell us that you were perfecting a scheme which, if you disclose, would criminate yourself ?—A. At this present moment, yes, sir. The scheme has not been perfected, if it is a scheme.

By Mr. HUBBELL :

Q. What is that ?—A. It has not been perfected, I say.

By Mr. WILSON :

Q. How can it criminate you, then ?—A. It is a business transaction ; that is all.

Q. It would not criminate you—something that has not been perfected.—A. If it was perfected I would be willing to answer.

By Mr. HUBBELL :

Q. Would it lay you liable to a criminal prosecution ?—A. I think it would, sir. At any rate, it would defeat the ends of justice.

By Mr. STEWART :

Q. You say that it would criminate you to state what the scheme was ?—A. Yes, sir.

Q. It would subject you to criminal punishment ? [No reply.]

By Mr. WILSON :

Q. Let me ask you a question or two about this letter. "I presume I shall be compelled to put in an appearance before the committee, but somebody will be sorry ;" that has reference to matters under investigation ?—A. No, sir ; that had reference to my wife. He had written about my wife. I had been away so long, and she is very nervous at the present time. That is all that had reference to.

Q. So that had no connection with this ?—A. No, sir.

Q. Well, "put in an appearance before the committee;" that had reference to this investigation ?—A. I expect it did.

Q. "But somebody will be sorry;" that, you say, has no connection and no reference to this investigation ?—A. Well, his letter would explain that. He wrote about my being in the country, and my wife—

Q. Let us see the letter ?—A. You cannot find the letter ; it is destroyed.

Q. Why did you destroy it ?—A. What should I keep it for ?

Q. Why did you destroy it ?—A. I destroy all letters.

Q. Why did you destroy that one ?—A. I have no particular reason for destroying it.

Q. "But somebody else will be sorry;" that has no reference to the investigation ?—A. Nothing, whatever.

Q. "I am perfecting a scheme that will, I expect, knock the legs from under a certain crowd;" that has no reference to this investigation, you say ?—A. None whatever.

Q. "I think Mac made an ass of himself;" that has reference to this investigation, has it ?—A. That is McClellan, I suppose.

Q. Does that have reference to this investigation ?—A. That has particular reference.

Q. "I do not know what Chittenden will say ; he, too, may develop his ears, and so may your humble servant;" that has reference to this investigation, has it, and to your testimony here ?—A. Yes, sir.

Q. "You cannot tell, you know. I bought the Sun, but failed to find that interesting column devoted daily to the board of public plunder." What does that have reference to ?—A. That is the heading of the column. It has reference to this investigation, or to the board of public works.

Q. "Two very interesting editorials on the subject appear, and will, in a measure, satisfy the public of this city for the loss of the Washing-



ton letter;" that has reference to this investigation, has it?—A. I presume so, sir.

Q. "I am nowhere in particular and everywhere in general nowadays." What does that have reference to?—A. That has reference to me particularly, sir.

Q. Does it have any reference to your keeping out of the way of this committee?—A. No, sir.

Q. None whatever?—A. No, sir.

Q. "Otherwise, no doubt, I should have received their subpoena before now." What does that have reference to?—A. I expected a subpoena from here two months ago, but it did not come. My wife was very much worried about my coming away.

Q. "But I will soon feel like rising to explain my position?"—A. Well, I think I have.

By the CHAIRMAN:

Q. You think you have explained?—A. I presume I will have to before I get through.

Q. So you have put into this letter, right in the body of it, and in one sentence, some matters that appertain to this investigation and some matters that have no connection with it whatever; that is a fact, is it?—A. That is a fact, as I have stated.

Q. What was the subject of Wilcox's letter to you?—A. Well, it was a general letter. He had some interest in New York.

Q. He had?—A. Yes, sir.

By Mr. WILSON:

Q. What kind of interest has he in New York?—A. He is engaged in a land-improvement company in Brooklyn, at the navy-yard.

Q. Associated with you in interest?—A. No, not directly. I am not directly interested in it myself.

Q. Have you and he had any other interests together in this city?—A. No, sir.

Q. Have you had any interest together in connection with a certain Indian matter?—No, sir.

Q. None whatever?—A. None whatever, sir.

By the CHAIRMAN:

Q. Wherein do you think McClellan made an ass of himself?—A. I think he has ruined himself as a contractor, and his business in everything that he did here. He did not do good work, and he has acknowledged it.

By Mr. HUBBELL:

Q. "I think Mac made an ass of himself; I do not know what Chittenden will say; he, too, may develop his ears, as may your humble servant;" that is all in one sentence?—A. O, I do not remember what he said to me, but it was McClellan's testimony. They felt very sore toward the board because they would not extend the contract. I knew both of them were incensed.

By Mr. STEWART:

Q. You got these notes and tried to negotiate them in New York?—A. Yes, sir.

Q. Did you go to a bank there to negotiate them?—A. Yes, sir.

Q. Where did you go?—A. I went to Hayden & Co., in Wall street, and to the Central National Bank.

Q. To any other place?—A. Yes; I went to a note-broker on Broad street—Bogart; I tried very diligently to sell them.

Q. Then you went to Chicago?—A. Yes, sir.

Q. How did you happen to find Mr. Holmes—who recommended you to him?—A. I had an introduction from the bank in Albany.

Q. You tried to negotiate them in Albany, did you?—A. I believe I did.

Q. Then you went out and met Mr. Holmes. Did you see anybody else in Chicago?—A. I saw some of my friends there.

Q. You told them there you had the notes—showed the notes to them, all around?—A. No, I do not think I did.

Q. You told them you had them, and tried to negotiate them?—A. No, I do not know as I did that. I made friendly calls; I only went to the Commercial Bank—that was De Golyer's own bank—and to Holmes's bank.

Q. But you went to New York, Albany, and Chicago, trying to negotiate these notes?—A. I do not think I tried to dispose of any in Albany. I knew there was nobody there that would take any such amount of money.

Q. You did not make it any secret that you had the notes?—A. No, sir; not at all.

Q. Did you not know that negotiating these notes would necessarily lead to the fact you had received them in Washington from a contractor?—A. I stated the fact that it was a bonus.

Q. That you had received them from a contractor as a bonus for your services?—A. Yes, sir; I stated that fact to every bank that I went to.

Q. That you received them as a bonus for negotiating a contract in Washington?—A. Yes, sir.

Q. Whom did you state that to, that you received them as a bonus?—A. I do not know; but to anybody that thought it was singular that I should have so much.

Q. They all thought that it was singular?—A. Yes, sir; my having so much of one class of paper.

Q. And you told them that you received them as a bonus from a contractor whose contract you negotiated?—A. I do not know as I told them that. I told them it was a bonus paid for a contract. I did not say that I got it or who got it. My name does not appear on the notes.

Q. You say that Governor Shepherd was to have no part of that bonus?—A. None whatever, sir.

Q. No member of the board of public works was to have it?—A. None whatever. They were my notes absolutely. I considered myself the entire owner of them, to act and do just as I pleased with them. None of them ever profited by one farthing.

Q. Did they not all think it was very strange that there should be this large bonus of \$72,000 in your hands of notes for obtaining a contract?—A. O, I do not know that.

Q. Was it not the necessary inference that somebody must have been corrupted?—A. O, I do not know, sir.

Q. If Governor Shepherd did not get any portion of this, did you not know that this was a great outrage upon him to be taking these notes around as a bonus?—A. I do not know why Governor Shepherd should be hurt.

Q. Have not the newspapers taken it as a necessary consequence, and charged the board of public works with corruption? Did you not know that that was the necessary consequence? If a man came to you with \$70,000 of notes for a contract that he had negotiated, would you

not think there was something wrong about it?—A. This measure passed through Congress, and there was a large amount of money used. Is the inference President Grant got any of it?

Q. That makes no difference. Did you not think it tended to degrade the board of public works?—A. No, sir; I did not.

Q. You did not think so?—A. No, sir; and I do not see why it should. If these men did not do their work properly, they ought to have stopped them, as they did.

Q. You did not tell them that this money was coming to you individually, but that it was a bonus for getting the contract that had been negotiated here in Washington?—A. When I sold the notes, I had to be identified as the owner of the notes before the man would buy them.

Q. You were identified by Holmes as the owner of the notes?—A. Yes, sir.

Q. And you told him that they were the bonus for the negotiation of a contract?—A. I told him that they were a bonus for a contract.

Q. Did he ask you to whom the money was going?—A. No, sir.

Q. You say that that act could have been done without any injustice to Governor Shepherd or the board?—A. I think so; I am sure I did not wish to injure them.

Q. You are confident that that act of itself was not the most terrible injury to them, without being explained?—A. I cannot see it in that light at all.

By Mr. BASS:

Q. Did you know McClellan here in Washington?—A. I met him; yes, sir.

Q. Did you ever converse with him?—A. Yes, sir.

Q. He knew your relations to Chittenden, did he?—A. I do not know anything about that. We never had any conversation with regard to that.

Q. Did you ever go to Governor Shepherd's store in company with Mr. Chittenden to see Colonel Moore?—A. I don't remember of ever going there with him; no, sir. I think he has stopped outside in a carriage, or something of that kind, when I went in.

Q. Is that the fact, that he stopped outside? Do you recollect occasions of that kind in the course of doing this business?—A. Well, I am not sure.

Q. Your object of course was—and it is perfectly evident to all of us—to make some money out of this if you could. That was your design. You, of course, were trying to do it in the most adroit way, I suppose, that your ingenuity would suggest. For the purpose of carrying out that plan, did you, as a part of your arrangement, go with Chittenden to Mr. Shepherd's store and leave Chittenden outside, you going in and having an interview with Colonel Moore and coming back, for the purpose of inducing Chittenden to believe, or letting him infer, if he saw fit, that you had personal relations with Colonel Moore?—A. I was perfectly willing that he should infer that.

Q. Well, now, frankly, was that one of the little artifices that you adopted in that business? Say frankly, for you say you are inclined to be frank about this.—A. I did not care what he inferred. Purposely, I do not believe I would deceive him in that way.

Q. Did you do that as a matter of fact; did you go with him to the store, and leave him in a buggy and go in and have a private conference, and go back to him?—A. My interviews with Mr. Moore were very short.



Q. But did you do it in that way, by leaving Chittenden outside and you going in and having an interview with Colonel Moore and returning to Chittenden?—A. I do not remember that I ever did anything of the kind. I might have gone there, and he might have stopped in the carriage, and I might have run in.

Q. During this application for the contracts was Colonel Moore advised at any time that there was some money, more or less—I do not care about that—to be made out of obtaining the award?—A. No, sir; I do not think I spoke to him about that.

Q. Now, that being so, if that is true, when you returned from Chicago, and had this quantity of notes in your possession, and went to Colonel Moore and exhibited notes to him, did you then advise Colonel Moore of the source from which the notes came?—A. I think I did.

Q. What did he say?—A. He said he thought it was a big thing.

Q. Did he express any surprise about it?—A. Well, I do not know that he did.

Q. Now, what did he say?—A. He says, "If you make that every year it will spoil you," or something of that kind. Well, I said I would go halves with him.

Q. Then he knew at the time that that was a bonus received for the McClellan & De Golyer contract?—A. Yes, sir. I do not know that; I stated the fact to him, however.

Q. Did he express any surprise?—A. I think he did.

Q. Must he not have known, before you got those notes, that you expected to make money out of the getting the award?—A. He did not know what portion of those notes I was going to have; he does not know to this day, I suppose.

Q. Assuming that was so, did he then, before the award was made, from these interviews with Colonel Moore, understand either by intimation or by direct information that money was to be paid, because of the award?—A. No, sir.

Q. Then you say that the first knowledge, so far as you know, that Colonel Moore had in fact of even any such arrangement, was when you exhibited the notes to him?—A. Yes, sir.

Q. Did Mr. Chittenden, to your knowledge, have any private interview with Colonel Moore?—A. Not that I know of.

Q. Did McClellan know that you had any association with Colonel Moore?—A. Not that I know of.

Q. Did you have any information, while you were here negotiating contracts, that any member of the board of public works from any source was receiving, or was to receive, money as a consideration for awarding contracts to any particular person or persons?—A. No, sir; I have no knowledge of anything of the kind.

Q. Did you have any information that any other person or persons were negotiating contracts and receiving bonuses?—A. No, sir.

Q. Did you have any information on that subject, that any other person or persons who were engaged in the business or were, in fact, negotiating any contract or contracts, and, as a consideration for receiving the award, were to receive a bonus?—A. Well, I can't exactly comprehend the question. Page told me that he wanted fifty cents a square yard.

Q. That Page wanted it?—A. Yes; that Page wanted it. Whether he got it from any other source or not I do not know.

Q. Was there any other person that was negotiating contracts, so far as you knew—any parties who were doing as you were, who were in this

city negotiating contracts upon a bonus?—A. No, sir; I do not know of any.

Q. Were there other persons here, as you were, engaged in this business?—A. Not that I know of.

Q. Did you have any correspondence with McClellan on that subject?—A. Never, sir.

Q. Did you have any correspondence with Chittenden on this subject?—A. I do not think I ever did.

Q. Did you get any letters from Chittenden?—A. Not in reference to this. That is, until after they had failed to comply with their contracts.

Q. Did you write Chittenden any letters?—A. I have written him friendly letters.

Q. At about that time?—A. I never attended to this matter of the contracts.

Q. Did you draw on Holmes for \$1,200 after this thing was all over?—A. Yes, sir.

Q. And received the money for that? Now, do you say that you were never advised or have no information that any member of the board of public works was in any way corrupt or being corrupted in reference to the award of contracts?—A. Never, sir.

Q. When and where did you first learn that this contract had been awarded?—A. I think I learned it at the Arlington Hotel.

Q. Who advised you?—A. I think it was Brown.

Q. What did he say at that interview?—A. I think I went into Mr. Chittenden's room soon after that. Mr. De Golyer was there. I think Chittenden was out. He had gone up there to get the award. It was known there that the award had been made. He came back soon afterward with it in his pocket.

Q. Who did?—A. Mr. Chittenden.

Q. De Golyer then left for Chicago, did he?—A. Yes, sir.

Q. Chittenden remained some days?—A. Yes, sir; I believe he did.

Q. Now, then, when and where did Chittenden and you settle the terms of the contract between you and Chittenden as to how much you were to have hereafter?—A. Right there, I believe.

Q. At that time, when it was determined that you were to have \$72,000, you must have figured up and ascertained what other expenditures there had been?—A. He said he had been to certain expenses, and I was satisfied to let him deduct it.

Q. Who first suggested the employment of Parsons?—A. I do not know who first suggested that, sir.

Q. You know of the employment of Colonel Parsons?—A. Yes, sir.

Q. When did you first know of that? What took place concerning it?—A. I do not remember what took place. He was considered a well-known man here, and knew Governor Cooke very well.

Q. What further?—A. I suppose he was employed to interest himself with Governor Cooke in the matter.

Q. Do you recollect whether that was done at your suggestion or not?—A. I do not remember.

Q. Do you know Parsons personally?—A. No, sir; I did not know him personally.

Q. Were you, while you were at the Arlington, accustomed to take your meals at the same table with Colvin Brown and Chittenden? Did you sit at the same table?—A. Yes, sir.

Q. During these several months?—A. Yes, sir.

Q. Who else occupied a seat at the table?—A. A portion of the time

the surgeon of the Japanese embassy—I have forgotten his name. He had the fourth seat.

Q. With whom were you associations here in Washington at that time besides with Brown and Chittenden?—A. No one in particular.

Q. Were you a member of any club here?—A. I never was in a club but once or twice in my life—not in a Washington club.

Q. You belong to no club?—A. No, sir. I think I have never been there twice in my life, and that was during the last year.

Q. Your family were not here at that time, were they?—A. No, sir.

Q. Then with whom were you accustomed to associate?—A. I had no particular associates. I knew a good many people in Washington, and passed the time as I would in any other strange place.

By the CHAIRMAN:

Q. What brought you here in December?—A. I came here at the instance of parties in Greenbush, for the purpose of starting a national bank there. I heard that banks had been started here and procured currency, whereas our quota had been exhausted. I wanted to see if that was so. I went to Mr. Huntington and General Porter and Mr. Hulburd, who was then Comptroller of the Currency. That was the object of my visit here.

By Mr. BASS:

Q. Did you have any arrangement, definitely or indefinitely, with reference to securing any other, or were you interested in obtaining the award of any other contract at that time besides the De Golyer & McClellan contract?—A. Only with that, which I had almost forgotten about, because I was doing it for other parties.

Q. Do you mean of O'Conner & Shanley?—A. Yes, sir; and Reed.

Q. Did you take any steps or make any efforts with reference to getting any other contracts?—A. Nothing. I only told them that they must put in their application and let it take its chances.

Q. Did you have any arrangement to receive any bonus or compensation for getting any other contract than these two that have been spoken of?—A. No, sir; not at all.

Q. Did you ever receive any notes or obligations, or value of any kind whatever, for service in securing any other contract?—A. None whatever.

Q. Did you have any acquaintance with any member of the board of public works?—A. No, sir.

Q. Did you have any bank-account here in Washington?—A. Simply that one with Riggs & Co.; but that was drawn out in one check.

Q. Any other bank-account?—A. No, sir.

Q. Did Colonel Moore at any time intimate or give you to understand that he could procure the award of a contract?—A. He said it was out of his line entirely.

Q. Did he give you, at any time, any information that he could be influential in securing the award of this contract?—A. No, sir; he knew the clerks up in the office, and all I ever went there to ask him about was what had been done at the board—whether contracts had been considered or any award made.

Q. Did Colonel Moore, then, as a friendly act, as you say, for you, either go or give you to understand that he had been to any of the clerks to ascertain what the condition of this application was?—A. I think he went up there with me once.

Q. To the board of public works?—A. Yes, sir; to the secretary.

Q. Mr. Johnson was the secretary?—A. Yes, sir.



Q. Did you see Mr. Johnson with him?—A. Yes, sir.

Q. What took place at that interview?—A. We merely asked if there had been any award made, and Mr. Johnson said no.

Q. You were introduced to Mr. Johnson at that time?—A. Yes, sir.

Q. Did you meet Mr. Johnson upon any other occasions?—A. I met him several times, but he does not know me. He has never recognized me, and I presume he does not know me.

Q. Did Colonel Moore ever go with you more than once?—A. No, sir.

Q. Did he ever go with you to see any other person or persons?—A. No, sir.

Q. You knew or were advised of the fact that Colonel Moore was not merely a book-keeper of Governor Snepherd, but that he had had a long and intimate personal acquaintance with Governor Shepherd?—A. I did not know anything about that. He told me he was struggling along as a clerk. I knew him when he was in the War Department, and knew him when he was secretary to President Johnson intimately, and when I came here I called on him.

Q. Did you know the fact further that he was deemed an intimate and warm friend of Governor Shepherd?—A. No, sir; he was working for a position as partner up there. That is what he told me, and he was working hard.

Q. When you left town the other day, and in connection with this investigation, you knew that you were to leave. Who did you advise of the fact that you were going and would not testify?—A. I do not think anybody.

Q. Mr. Storrs must have known?—A. No, sir; I do not think he did.

Q. Colonel Moore knew?—A. I told him that I thought I was going.

Q. What did Colonel Moore say?—A. "Well," says he, "Aleck wants you;" "but," says he, "if you do not like the publicity of it, let it stand as it is." His name had not been mentioned then.

Q. Colonel Moore's name had not been mentioned?—A. No, sir.

Q. He said that Governor Shepherd wanted you, but as nothing had been disclosed about this, you had better let it stand as it was?—A. He did not say anything about that. I told him I disliked very much the publicity of it, and I thought I would clear out. I came here, however, to testify. I told him that, and I kept quiet for two or three days until Chittenden got through with his testimony.

Q. Now, you have told the committee that you did not perceive the impropriety of Colonel Moore's connection with this originally, yet, for the purpose of preventing the disclosure of Colonel Moore's name, you were willing—for that is the only person to whom you could say anything—yet for the purpose of preventing that disclosure, you were willing to run away and evade process?—A. I did not run away; I supposed you would get tired, and quit without me.

Q. Wait a moment. You say you did not perceive the impropriety of Colonel Moore's connection, but for the purpose of evading the necessity of disclosing his name, you went away from the Ebbitt House under an assumed name, went to Alexandria, and a roundabout way home. Did you not do that because you knew that your connection with Colonel Moore was an improper connection and a disgraceful one?—A. No, sir; I did not consider it so.

Q. Why did you evade process and run away, for the purpose of preventing a disclosure of his name?—A. I did not run away. He was not a partner in the concern.

Q. Did you not say that you designed, when you testified, to fail to

say anything about Colonel Moore or his connection with it, his name not having been disclosed?—A. I had promised him that I should not.

Q. Where did you stay in Georgetown?—A. I do not know whether I registered there or not. I staid a few hours at the Union Hotel.

Q. What name did you pass under there?—A. I don't remember. I know that I registered there. The steamer was to leave, I think, at 6 o'clock. My throat had been troubling me, and I was going to take a trip around. I know the captain of the steamer very well, and promised to take a trip with him.

Q. Did you write a letter from Georgetown to any person?—A. Yes, sir.

Q. To whom?—A. I wrote a letter, I think, to my wife, and one to Colonel Grayson.

Q. Any other person?—A. No, sir.

Q. Did you advise Mr. Grayson where you were going?—A. No, sir.

Q. What did you say in that letter to Mr. Grayson?—A. I asked him to go to the Washington Hotel, and inclosed a sum of money to pay my bill and forward my things to my home, together with some other things that I had in the room.

Q. And told him to forward your baggage?—A. I think so. He has some horse-blankets, and one thing or another.

Q. You told him to pay the bill, get your baggage, and send your baggage home to Greenbush, where you live?—A. Yes, if I remember rightly, that is what I said to him.

Q. Did you say anything to Mr. Grayson in reference to returning to this city?—A. Yes, sir; I told him I had not gone far, and would return—I do not remember what I did say about that.

Q. Did you say anything to him with reference to how he should send your baggage?—A. No, sir; I think I gave him instructions before I left him. I have some things here, horse-clothing, &c., that I gave him instructions to send.

Q. Did you say anything to him about keeping your things, or when he should send them?—A. I do not remember what I wrote in that letter, but I know the purport was to pay my bill and take my things. I think before that I had instructed him to send those things to New York; whether it was to send those things along or not, I do not know.

Q. Did you get a copy of the subpoena which was left for you in New York?—A. No, sir.

Q. Did no other person besides Mr. Christy ever hand you, or did you find a copy which was left for you there?—A. No, sir; I got two telegrams. I got one when I got there the other day.

By Mr. WILSON:

Q. When you got to New York the other day?—A. Yes, sir.

Q. From whom?—A. I sent to my sister's house for it, and it came.

Q. From whom did you get the telegram?—A. Mr. French.

By Mr. BASS:

Q. What has been your business heretofore?—A. I have been in various businesses.

Q. What?—A. In a bank.

Q. What bank?—A. The Bank of the Interior, at Albany.

Q. When were you there?—A. I was there from its organization until they failed, at the breaking out of the war, I think.

Q. Where have you been since that, and in what business?—A. I have been in the Army, and I have been in the mercantile business in the South. I have been on a farm of late years.

Q. The farm at Greenbush?—A. Yes, sir.

Q. Did you, in addition to the real estate of which you have spoken—300 feet on Wabash avenue, on the corner of Forty-second street—receive any other real estate in Chicago?—A. Yes, sir.

Q. Why have you not mentioned that here before?—A. Because the house has been sold. You asked me what I had.

Q. When did you receive the other real estate there?—A. At the same time.

Q. At the same time you received the 300 feet?—A. Yes, sir.

Q. What was the other real estate?—A. It was a small house and lot on Michigan avenue. It was sold, and I do not believe it brought the incumbrances.

Q. Sold on what?—A. Sold for taxes, or interest on the mortgage.

Q. How much did you take that real estate at?—A. \$16,000, I think it was valued at.

Q. Exclusive of incumbrances?—A. O, no; it was heavily mortgaged. It did not sell for the mortgage, I understand.

Q. When were you, in fact, subpoenaed?—A. Day before yesterday.

Q. Whereabouts, in New York?—A. At the Gilsey House.

Q. You were stopping there, were you?—A. No—yes; I was stopping there. I had no room there.

Q. Had you registered there?—A. No, sir.

Q. Had you registered anywhere after reaching New York?—A. No, sir; I met Mr. Christy at the telegraph-office.

Q. When did you reach Washington?—A. I got here this morning.

Q. And went to Willard's Hotel?—A. Yes, sir.

Q. Have you had any interview with any person connected with the investigation since you reached this city to-day?—A. No one except Mr. Storrs, if he is connected with it in any way.

Q. Where did you see Mr. Storrs?—A. I went over to his room.

Q. And found him in?—A. I found him in bed; yes, sir.

Q. You had an interview with him?—A. Yes, sir.

Q. How long did it last?—A. But a few minutes.

Q. What was said and done there?—A. He said he was devilish glad to see me; that is all. He said he thought he would get home now.

Q. Did you see Mr. Chittenden?—A. No, sir.

Q. Did you see any other person beside Mr. Storrs?—A. No, sir.

Q. Have you seen Colonel Moore?—A. No, sir; I have not seen anybody connected with it whatever, who has been on the stand in any way or shape.

Q. You were subpoenaed night before last, you say?—A. Yes, sir.

Q. Where did you go then after you were subpoenaed?—A. I told Mr. Christy that I would like to go home and stay until Monday. He said that would not do; that the committee were waiting for me; and he said he would wait for me if I wanted to go home and stay one day and come back in the evening.

Q. You did go home and then you met him in New York on your return?—A. I met him last night, as I stated.

Q. Did you, after you were subpoenaed, before coming to Washington, send any telegrams to this city?—A. No, sir.

Q. What do you say?—A. No, sir.

Q. Did you receive any telegrams from this city?—A. No, sir.

Q. After you left the Ebbitt House, when you were there under the name of Hogle last week, did you receive any telegrams up to this time?—A. I do not remember.

Q. Do you mean to say that you cannot tell whether you received any telegrams from Washington after leaving the Ebbitt House last week?—A. No, sir; I do not think I did.



Q. Have you any knowledge on that subject?—A. I do not remember that I received any dispatch or any letters. If it was it was from Colonel Grayson. I do not remember whether it was a dispatch or a letter.

Q. Where did you receive that?—A. I was in Richmond, if I did receive it. I am not sure whether I received any or not. It was in Richmond or Norfolk—Richmond, I think.

Q. Do you think you did? Is it your impression that you received a dispatch or communication from him; and, if so, where was it? Was it Richmond or Norfolk?—A. That I cannot remember.

Q. Did you, upon reflection, send any dispatch yourself to any person in this city after leaving the Ebbitt House?—A. I do not remember whether I did or not.

Q. What is your impression?—A. I do not remember of sending any, sir.

Q. Did you receive a dispatch or letter from Mr. Grayson?—A. I am not positive on that subject, whether it was a dispatch or letter. I think I received some word from him.

Q. Was that at Richmond or Norfolk?—A. It was not at Norfolk. He did not know that I was going to Norfolk.

Q. Then it was Richmond, was it?—A. Either Richmond or Alexandria; I am not positive which.

Q. How long were you in Alexandria?—A. I was there one day.

Q. Where did you stop there?—A. I stopped at the Mansion House.

Q. How did you register there?—A. Hogle, I think.

Q. How was the communication addressed to you which you received; by the name of Hogle, or your own name?—A. That I do not remember.

Q. Can you now tell the committee whether it was a letter or telegram?—A. I do not remember.

Q. Was it by private messenger?—A. No, sir; I do not know how it came. I think it was a letter. I do not think it was postmarked.

Q. How did it reach you, if it was a letter, not being postmarked?—A. It came to the hotel.

Q. What day was that?—A. It must have been Saturday.

Q. Did you see any person who bore any letter, or dispatch, or telegram to you received at the hotel?—A. Do you mean handed to me?

Q. Yes, sir.—A. No, sir.

Q. Left at the hotel?—A. I received it there; yes, sir.

Q. It was brought to you by the servants of the house?—A. No, sir; I received it at the office.

Q. At the counter of the clerk of the hotel?—A. Yes, sir; I presume he was a clerk or the proprietor.

Q. Have you that communication with you?—A. No, sir.

Q. What did you do with it?—A. I destroyed it.

Q. At the time?—A. Yes, sir.

Q. What did that say?—A. It was an acknowledgment of the receipt of \$25, I think, or something of that kind, and would attend to it, and all letters. I expected letters from my wife. That is the only reason, I presume, that he communicated with me.

Q. Have you received any other communication besides that from this city?—A. No, sir; none whatever.

By Mr. HUBBELL:

Q. How did he know that you were at Alexandria?—A. I wrote him from Georgetown, and I told him that the steamer would stop there until 12 o'clock; but I missed the steamer at Georgetown, and also missed her at Alexandria.

By Mr. BASS:

Q. How many communications did you write Mr. Grayson?—A. Only one.

Q. In that communication, then, you advised him that you would be at Alexandria, and he could communicate with you there?—A. I think I wrote to him that I was to be at Alexandria until 12 o'clock; that I had not gone far, or something of that kind; to communicate with me at Alexandria, if there were any letters.

Q. By the name of Hogle?—A. That I don't remember. I think I registered there as Hogle.

Q. Did you advise him to communicate with you at Alexandria by the name of Hogle?—A. That I do not remember, sir.

Q. Do you know of Mr. Grayson having any contract in this city?—A. No, sir; I know that he has none. That is my impression. I do not know all his business, but I judged that.

FRIDAY, May 1, 1874.

Committee met pursuant to adjournment.

The journal of the proceedings of yesterday was read and approved.

E. B. TOWNSEND sworn and examined.

By Mr. MATTINGLY:

Question. State to the committee what your position is under the board.—Answer. Superintendent of property.

Q. State what the duties of your office are, and explain fully its operation.—A. I am charged with the responsibility of receiving all of the material which the board is using on these public improvements, and issuing the same to contractors; keeping a correct account, of course, of all issues, and reporting to the auditor the amount issued against individuals or contractors.

Q. State what the duties of superintendents were.—A. The duties of superintendents was to have charge of the work while in progress; to ascertain the quantity and quality of material on the streets which was fit to be reused; to see that the same was reused in the progress of the improvements, and such as could not be reused they were instructed to turn over to the superintendent of property, taking his receipt for the same, or to the individuals, if they chose to retain it on their property, or dispose of it as they saw fit. And they were instructed to take such inventory of the property prior to the commencement of the work, and make a return of the same to the engineer office.

By Mr. MERRICK:

Q. What is the date of that?—A. The date is not here.

By Mr. MATTINGLY:

Q. Do you remember about the date?—A. I do not recollect distinctly.

By the CHAIRMAN:

Q. What are those?—A. They are instructions to special superintendents, signed by the vice-president.

Q. Where was that published?—A. It does not state the paper; in one of our daily papers. It was published for the information of contractors who might not receive orders direct from the board.

By Mr. MATTINGLY:

Q. Have you any blanks showing the operation of your office? If so, explain them to the committee.—A. This blank [indicating] was adopted at the time to enable superintendents to comply strictly with the terms of that order.

Street,

[illegible]

By the CHAIRMAN:

Q. Superintendents of what; property?—A. Special superintendents in charge of the work then in progress. This is another blank, being the form upon which they made their monthly reports to the engineer in charge.



Monthly report of superintendents on the line of — street improvement, between — and — streets for the month ending —, 187—.

	On hand.	Received during the month.	Transferred.	Used.	On hand.		Work done during the month.	Total of work done prior to date.	Total of work done to date.	Remarks.
Old material .....	Brick. Flagging. Curbing. Cobble.						<p>Square yards new brick pavement laid.</p> <p>Square yards old brick pavement relaid.</p> <p>Square yards new cobble-stone pavement laid.</p> <p>Square yards old cobble-stone pavement relaid.</p> <p>Square feet of flagging for crossings relaid.</p> <p>Running feet — inch new curb and setting.</p> <p>Running feet — inch old curb and setting.</p> <p>Running feet — inch curb reset.</p> <p>Running feet 12-inch new gutter-flag laid.</p> <p>Running feet 12-inch gutter-flag relaid.</p> <p>Running feet 16-inch new gutter-flag laid.</p> <p>Running feet 16-inch gutter-flag relaid.</p> <p>Cubic yards filling to grade.</p> <p>Square yards — wood pavement laid.</p> <p>Square yards — wood pavement relaid.</p> <p>Linear feet — inch Scotch tile and laying.</p> <p>Linear feet — inch Scotch tile and laying.</p> <p>Linear feet — inch Scotch tile and laying.</p> <p>Linear feet — — — connections.</p> <p>Linear feet — — — connections.</p> <p>Linear feet — — — connections.</p> <p>Man-holes, (state depth.) — — — × — —.</p> <p>Street-washers.</p> <p>Receiving basins and traps.</p> <p>Linear feet — inch brick sewer, containing — brick.</p> <p>Cubic yards excavation.</p> <p>Running feet — inch lead pipe.</p> <p>Stop-cocks and boxes.</p> <p>Water-taps to water-registrar.</p> <p>Running feet — inch — pipe.</p> <p>Cubic yards excavation for sewage.</p>			
Material furnished by contractor.										
Material furnished by superintendent of property.										

Special Superintendent.



By Mr. STEWART :

Q. Do you keep a set of books ?—A. I do, sir. The property has been received at the board and inspected by an inspector or inspectors, appointed by the board, who has returned the same to the office of the superintendent of property, in the following form :

OFFICE SUPERINTENDENT OF PROPERTY, BOARD OF PUBLIC WORKS.

*Abstract ——— of ——— received by superintendent of property on the ——— day of ———, 187—.*

Date.	No. of order.	Name.	Remarks.	4 by 16 B. S. curbing.		4½ by 20 B. S. curbing.		5 by 20 B. S. curbing.		5½ by 20 B. S. curbing.		6 by 20 B. S. curbing.		— pipe.	— pipe.	— pipe.	— pipe.	— pipe.
				<i>Ft.</i>	<i>In.</i>	<i>Ft.</i>	<i>In.</i>	<i>Ft.</i>	<i>In.</i>	<i>Ft.</i>	<i>In.</i>	<i>Ft.</i>	<i>In.</i>	<i>Ft.</i>	<i>Ft.</i>	<i>Ft.</i>	<i>Ft.</i>	<i>Ft.</i>
		Total rec'd .....																

The property-yards are required to return to the office a daily report, showing the total amount of their issues and receipts, giving the balance remaining on hand, and with it a receipt from the contractor receiving the material, showing the kind and amount so received, which is filed in the chief office on Fourth-and-a-half street for our record. A journal is kept, showing the contractor to whom the property has been issued, the improvement for which it is issued, and the property-yard from which it is issued.

Q. Does it show the persons from whom it was taken ?—A. That is for the new material, [referring to book,] and the old material, also, when it has been issued.

Q. This is an account between the board and the contractor ?—A. Yes, sir; it is posted in an individual ledger, and double-indexed, so as to show the different improvements, as well as the contractor to whom the material has been issued, and our vouchers, in all cases for the entries there are upon a receipt of that form, [exhibiting the form of voucher.]

Q. Did you have a fixed rate of prices for the material ?—A. Yes, sir.

Q. By whom was that fixed ?—A. It was established by the board.

Q. Did all the contractors get it on the same terms ?—A. Yes, sir.

Q. Have you the books that show the amount of material taken from private individuals ? Did you keep another book ? I see this is with the board and the contractors.—A. Yes, sir.

Q. Did you keep another one with the board and the individuals from whom the material was taken ?—A. We did not keep individual accounts with each lot; but the report of the superintendent in charge of the work while in progress is the basis upon which that account for the old material was taken.

Q. Suppose a person comes there and makes a claim for material, what



evidence have you in your office?—A. The report of the superintendent made while the work was in progress, and prior to the commencement of the work, upon the form I have indicated.

Q. He reports upon each lot?—A. Yes, sir.

Q. How was that kept?—A. It was kept on file in the engineer's office.

Q. Therefore, if a person comes you can refer to the report?—A. It will give the old material in front of any given lot.

Q. Have you those papers?—A. They have just been submitted. You have the forms.

Q. Have you any account where they were kept?—A. They have never been put in a ledger and kept in the form of an individual account. We always referred directly to the report of the superintendent. That is filed in the office of the engineer.

Q. Have you none of those that have been filed?—A. I have none of them with me. I could bring them. Those are simply blank forms which we have used in all cases.

Mr. STEWART. I should like to see an account in two or three instances, where witnesses have testified to them; but I cannot recollect the testimony now. They have testified as to their controversies about old material. I should like to see the return that was made in those cases.

Mr. MATTINGLY. We will send for them and have them.

By Mr. MERRICK:

Q. Your duties were only clerical, as I understand?—A. It might be considered so, though I was responsible for a vast deal of material.

Q. You did not go about the streets and superintend operations of these various parties?—A. I did, as much as my time would admit with my other duties.

Q. Your chief business, if I understand you, was to receive and record the reports of the superintendents, and keep the account of old material?—A. That was it.

Q. Your chief duty was a clerical duty?—A. That was it.

Q. You, of course, would not know of all the details of operation?—A. That would be impossible for any one individual.

Q. You had to depend upon the reports made to you by the superintendents of the streets. You trusted, of course, to them in the accounts that you made up?—A. That I was compelled to do.

By Mr. MATTINGLY:

Q. There was a Mr. F. H. Haban, who made some complaint about an allowance for old material. Do you remember the circumstances connected with that case?—A. Yes, sir.

Q. Explain that to the committee.—A. He has made claim for several pieces of property. I cannot now call to mind all of them. I remember in one case I gave it very careful attention, when he asked for a reconsideration of his allowance. I found that the last assessment for curbing and foot-way prior to the organization of the board was made seventeen years ago; and that the brick were entirely worthless, or so much worn that they could not be reused; and that the curbing which had been down seventeen years was of no value whatever, except for building purposes, and as such was worth, upon the basis of \$1.75 a cubic yard, the price of our best building-stone here. His curb was worth 92 cents, which was not sufficient to pay for taking it out of the ground and hauling it out of the way. That piece of property, if I remember correctly, is located on Twenty-first street, near G. He has a

claim already, which has been on file in the office for several weeks if not months, for another piece of property on K street, west of Twenty-third street circle, which cannot be acted on, for the reason that the street has not been finished nor assessed. It has been an established rule of the board not to give these allowances prior to the assessment being made, although they have been claimed in many instances by citizens.

MR. MATTINGLY. I find, from the journal of the board, instructions to special superintendents were issued on the 31st of October, 1871, as follows :

OCTOBER 31, 1871.

*Board of Public Works.—Instructions to special superintendents.*

1. Upon being assigned to duty, each superintendent will procure from the engineer an exact subdivision of all lots or parts of lots on the streets or avenues to which he may be assigned, a diagram of the whole length of the street or avenue, with the intersections, number of squares, lots or subdivisions, and the name of the party to whom it is assessed.

2. In putting in the gas, sewer, or water laterals, he shall enter on his book the exact quantity and kind of material used in such service or lateral, and mark the points of intersection in plain figures on his plat. This plat and his report, or copies of the same, shall be returned to the executive office as each square shall be completed, and the original when the job is finished or the superintendent relieved.

3. In putting in longitudinal sewers a T or outlet shall be left at every subdivision of 20 feet, and carefully marked on the plat, the distance being determined by measurement.

4. Before displacing any foot-pavement, curbing, cobble-stones, flagway, or any other property, the superintendent shall estimate the quantity, condition and value of old material to be removed, and enter such statement opposite the name of the owner of such lot or subdivision for use in assessing the cost of the improvement.

5. He shall see that no old material fit to be used again is removed from the premises, and that none is taken away except by the officer in charge of the property of the board, who shall receipt for the same, stating where the material is to be deposited, and this receipt shall be returned to the executive office.

6. He shall require all contractors to comply literally with the terms of their contracts, and shall at once report any violation thereof to the executive office, and shall see that lamps are kept burning all night where excavations are being made, and that such openings are properly barricaded, and that any settling in the earth is immediately replaced and the street restored to its proper level. He shall cause all ditches or other excavations to be rammed or puddled and all the earth put back in its place.

7. He shall not absent himself from his post on any account during working-hours, and shall report once a week in writing to the executive officer the condition and progress of his work. He shall allow no movable obstruction to remain in the carriage or footway unless absolutely necessary.

Any violation or neglect of these rules shall subject the offender to dismissal.

ALEX. R. SHEPHERD,

*Vice-President.*

By MR. CHRISTY :

Q. How long have you been in the service of the board ?—A. Since November, 1871.

Q. Who preceded you ?—A. J. C. Wall, as superintendent of property. I was appointed at the same time a clerk in the office.

Q. Do you know what disposition was made of the brick that were taken up when the trees were planted on the various streets ?—A. Well, a portion of them came into the possession of the superintendent of property, all of which are accounted for.

Q. What was done with the other portion ?—A. A great many of them were retained by the property-holders ; a majority of them.

Q. What was their form of accounting ; as they did for other old material ? Was it credited to the person in front of whose property they had been laid originally ?—A. Not by my office, sir. It may have been by the parking commission.

Q. Then you are not advised of the fact whether they were in fact allowed a credit or not?—A. I cannot say.

Q. Was this assessment of the value done under your direction?—A. No, sir.

Q. That was a distinct matter outside?—A. I have not been connected with the assessment; no, sir.

Q. And your duties did not require you, of course, to superintend that?—A. No, sir.

Q. That commission, however, were selected by the board, and the appraisements made without reference to the property-holders, or the owner of the property? They put their own valuation on the material, without advising with the property-holder and giving him notice?—A. I cannot say, sir, whether the property-owners were consulted or not in that matter.

Q. Do you know the extent in amount and value of the old material taken?—A. Yes, sir.

Q. What is the aggregate amount in all?—A. Really I cannot give it to you from memory; I have it upon my records.

Q. Will you be kind enough to prepare that statement?—A. I will do so, sir.

Q. Do you know of any stone sold to the Baltimore and Potomac Railroad Company by the board of public works?—A. Yes, sir.

Q. What was the amount of that?—A. I think ninety-nine and one-half perches, if my memory serves me right.

Q. What was the character of the material sold?—A. It was old broken stone, which had accumulated in the yard.

Q. Where was it obtained from?—A. From canal yard and Sixth-street wharf. I cannot remember the exact amount from each yard.

Q. It was this old material taken from various citizens, was it?—A. It was old material which had accumulated in our property yard, and it was of no service.

By Mr. MERRICK:

Q. Curbing material, or cobble-stone, or what?—A. There may have been some pieces of old curbing, gutter stone, all broken in pieces, such as would accumulate in a large yard where the stone is constantly broken.

By Mr. CHRISTY:

Q. Are you sure that none of it was new stone purchased by the board?—A. The six perches, or about that amount, which were obtained at Sixth street wharf, were broken pieces, about a foot, fifteen or eighteen inches in length, which had accumulated in the yard, and we were very glad to get rid of it.

Q. Fragments of new curb?—A. There were some, I believe. I know my instruction to the issuing clerk was to allow those of no service to us to be cleared out of the way.

Q. Was there any valuable stone, such as could be used in the improvements of the board of public works, sold to this company?—A. None, whatever.

LEWIS CLEPHANE was then recalled at the instance of the District government, and examined by Mr. Mattingly, as follows:

Question. You are charged in the first charge of the memorialists as being one of several conspirators who conspired for the purpose of obtaining contracts from the board of public works unlawfully; state



whether any such conspiracy existed.—Answer. No such conspiracy existed, and I regard it as a malicious slander. I state that there is no foundation for such a charge or insinuation. The gentlemen who make these charges know me well, and have known me for years. These charges are not made under oath.

Q. State whether you were in New York at the time charged in August, 1871, and what you did then, the object of your visit, and so on.—A. I believe I was there at the time mentioned in Mr. Kilbourn's letter, with Mr. Kilbourn and Mr. Evans. I was not there, however, with Mr. Brown. I believe he was stated to have been there also. I know nothing about his being there.

I was engaged in the business of street-paving. Contracts were to be put in on the 1st of September. As a matter of course, as a business man I went around to examine the different pavements and the prices, and so on. The board had advertised for patent pavements, all kinds of patent pavements. It was my desire to inspect such pavements as I might consider the best for the purpose, and in doing so it was necessary that arrangements should be made with the proprietor for the right to lay those pavements. I did make such arrangements, wherever I could, for the right to lay their pavements in the District in case that we obtained a contract.

Q. What were those arrangements—merely royalty in case their pavement was laid?—A. Merely a royalty.

Q. State whether you had done any street-paving here prior to the organization of the board.—A. I would state that I had done paving; I had paved one-half of Pennsylvania avenue and M street; not, however, under the board of public works, of course, but before the board of public works was organized, under contract with the commission appointed by Congress, and was engaged in that business; had a saw-mill and all the facilities for doing business, wood pavement being my specialty.

Q. There is a charge based upon the increase in Filbert's contract for the Miller pavement. Please explain that to the committee.—A. I would state that that pavement was laid on Eighteenth street and F street, where there had been very heavy cutting—heavy grading. The street was very much cut up with putting in of sewer-pipe and water-pipe, and so on. Mr. Filbert had a contract for laying what was called the Roberts pavement. Machinery was purchased for the purpose of cutting those planks, but it was found that it would not operate. I then took the work; and Mr. Shepherd being very anxious to have the work pressed—it was in a terrible condition, and had been laying so for a long while; it was laid late in the season, and so on. Finally I told him that I would not attempt to lay the pavement on that street, in the condition it was, without putting a floor under it, and that if I did so he must pay extra price for the floor, which was, I think, I told him, about 25 cents a yard. In order, therefore, to have the work pressed forward, he agreed to allow that price. The street was in no condition to lay a pavement without it.

By Mr. MERRICK:

Q. What street are you speaking of now?—A. Eighteenth street and F street, in the First ward.

Q. West of the War Department?—A. Yes, sir; west of the War Department. I think there were about 2,000 yards in all.

By Mr. MATTINGLY:

Q. What did the original contract call for on that street?—A. Three dollars, I believe.

Q. What kind of pavement?—A. Roberts.

Q. Please explain to the committee the organization of the Metropolis Paving Company; the time of its organization; and Mr. Shepherd's connection therewith.—A. Probably I can better explain that by presenting a letter which I addressed to Mr. Shepherd himself.

Q. Explain first the date of the organization of the company, and so on.—A. The date of the organization of the company was, I think, August, 1870—the time of the contract for the paving of Pennsylvania avenue.

Q. The company was organized for that purpose?—A. Yes, sir; it was organized for that purpose. The manner of that organization was, that I had the patent-right for the Stowe pavement. At that time competition was very great. Of course, advertisements were printed in all the papers throughout the country inviting proposals and styles of pavement. Competition became very general. We organized then what was called the Metropolis Paving Company—a stock company—and went into operation.

Q. Explain now Mr. Shepherd's connection with the company.—A. This is a letter addressed to Mr. Shepherd himself. He made inquiry of me just before this investigation commenced as to his connection with the company.

By the CHAIRMAN:

Q. That was written by you to him?—A. Yes, sir.

Q. And states the facts?—A. And states the facts. It is dated March 16, 1874.

By Mr. MERRICK:

Q. Since this investigation commenced?—A. Yes, sir.

By Mr. MATTINGLY:

Q. Perhaps you had better state the facts outside of the letter.—A. Mr. Shepherd asked me his connection with the company, if I remember correctly. That letter explains Mr. Shepherd's connection better than I can say otherwise. The letter is as follows:

WASHINGTON, March 16, 1874.

DEAR SIR: In reply to your inquiry, I respectfully present the following brief statement of your alleged connection with the Metropolis Paving Company:

You will remember that in the early part of the year 1870 R. B. Mohan, you, and myself secured the right of the Stowe wood pavement for this District. In July, 1870, an act of Congress was passed to pave Pennsylvania avenue, and advertisements were published in the principal cities for proposals and specimens of styles of pavement to be forwarded to the commissioners appointed for that purpose. Of course, the competition became very general; hence the Metropolis Paving Company was formed by a consolidation with parties holding the rights to the Stowe, Ballard, and Miller patents, which were regarded as the best of the wooden pavements.

On the organization of the company in 1870, you declined to take any stock, but we agreed to issue to Samuel G. Young stock for the interest you had in the Stowe patent. On the organization of the new District government, and upon your being appointed a member of the board of public works, you insisted that Mr. Young should dispose of his stock, as, from the fact of his being a relative of yours, it would be charged that you had an interest in any contracts which the Metropolis Paving Company might obtain from the board of public works; and, in compliance with your desire, Mr. Young placed his stock in my hands to be disposed of, which I accomplished in the latter part of June, 1871, by selling to Mr. I. S. Baldwin, who still holds it. The transfer of the stock was not made upon the books of the company until October 10, 1871, from the fact that it was held by me as collateral security for the notes given by Baldwin for its purchase.

Since you became a member of the board of public works you have not had any interest whatever in the Metropolis Paving Company; on the contrary, you were one of

the company have felt that you have not even dealt justly by them in the way of contracts, especially as they were a local company, and had considerable capital and machinery invested in the business.

Very respectfully,

L. CLEPHANE,

*President Metropolis Paving Company.*

Hon. A. R. SHEPHERD.

Q. Was there a letter from Mr. Shepherd to you?—A. I have a letter from Mr. Shepherd in regard to the Portland Cement Company.

Q. Explain that to the committee.—A. I have here a letter from Mr. Shepherd, addressed to me in April, 1871, tendering his resignation as a member of the Portland Cement Company.

Q. Is this the original letter or a copy?—A. That is the original letter. It reads as follows:

OFFICE OF ALEX. R. SHEPHERD & BRO.,  
910 Pennsylvania Avenue, Washington, D. C., April 18, 1871.

DEAR SIR: Having been appointed a member of the board of public works of the District of Columbia, I deem it improper that I should hold any stock in, or have any connection with, the Portland Cement Company, and notify you of the fact, that you may make your arrangements accordingly.

Truly, yours,

ALEX. R. SHEPHERD.

LEWIS CLEPHANE, Esq.,

*President Portland Cement Company, Washington, D. C.*

Q. That was addressed to you?—A. Yes, sir; I was president of the company.

By Mr. THURMAN:

Q. Did the governor sell his stock?—A. The stock never was issued to the governor, because before we issued the stock I had received that letter.

Q. He never paid for it, then?—A. No, sir.

By the CHAIRMAN:

Q. When was this company organized?—A. That company was organized in November, 1870.

Q. I think we have had something of that before; it was not a very profitable concern.—A. It never did any work at all for the board of public works; not a dollar's worth.

By Mr. MATTINGLY:

Q. In the testimony of T. T. Fowler, the chairman put this question to him:

Now, I am directed, Mr. Fowler, to ask you about another matter. I see here, in our report, page 294, list of deposits of contractors on account of the board of public works, the name of T. T. Fowler, for \$1,000. Did you make that deposit?—A. No, sir.

Have you any papers from the records of your office connected with the matter in any way; if so, please produce them to the committee.—A. I will state that I believe I presented a book here in the office, in which it is recorded that he paid in \$1,000.

Q. That is all in evidence?—A. That is all in evidence. If any further evidence is wanted on that fact, I present here the receipt signed by Mr. Fowler himself for the return of the \$1,000.

Q. Just read it.—A. [The witness read as follows:]

Received, September 21, 1871, certificate of William H. Slater, collector, for \$1,000.

T. T. FOWLER.

Q. That is from the files of your office as collector of this District?—A. Yes, sir.



By Mr. WILSON :

Q. Do you know on what account this was received by Mr. Fowler?—

A. For money deposited for contracts. You will find the number of the contract, or the bid, rather; No. 39, I think it is.

By Mr. MERRICK :

Q. Do you know his handwriting?—A. I have compared it with his bid. The papers are here if the gentlemen wish to identify the handwriting.

Mr. MATTINGLY. Let us have the bid produced.

By Mr. STEWART :

Q. Do you know his handwriting?—A. I do not know it personally. I compared it with the bid.

By Mr. WILSON :

Q. Do you remember anything about this deposit?—A. No, sir.

Q. All you know about it is just what you find on that piece of paper?—A. Yes, sir.

The CHAIRMAN. Mr. Clephane will stand aside for the present, as Mr. Kirtland, a witness, is here, and the committee propose to examine him in the first instance privately. Should his examination disclose any fact which requires cross-examination by counsel on either side, they will have an opportunity of hearing his testimony and cross-examining him.

Mr. MERRICK. We are entirely content, sir.

The CHAIRMAN. I suppose that will be satisfactory to counsel for both parties.

The committee then retired for the purpose of examining the witness Kirtland in private.

The testimony of A. B. Kirtland, referred to above, will be found in this record at page 1463, preceding this, it having been ordered printed without delay.

SATURDAY, May 2, 1874.

Committee met pursuant to adjournment.

The journal of the proceedings of yesterday was read and approved.

Mr. MATTINGLY. Mr. Townsend states that he desires to make a slight amendment to his testimony. He states that he misapprehended a question that was asked him.

E. B. TOWNSEND recalled.

Mr. Chairman, I find, upon referring to my testimony of yesterday, that, in reply to Judge Merrick's question as to whether the property holders had been consulted in regard to the disposition of the old material, I answered "I cannot say." I should have stated, in many cases they have, but I cannot say they have in all cases; and that, as a rule, the allowances made by the board have been satisfactory to the citizens, and, compared with the large number of claims made, but few complaints have been made as to the allowances or reconsideration asked.

By Mr. CHRISTY :

Q. Have you prepared the statement of the aggregate value of the old material?—A. It is in process of preparation.

THOMAS P. MORGAN was here called and sworn.

Prior to his examination, Mr. Christy said: Mr. Chairman, before the examination of this witness begins, I will state that Mr. Clephane was under examination yesterday. I wish to advise gentlemen that we desire Mr. Clephane to produce the books of the Metropolis Paving Company, as it appears that the several pavements were merged in that subsequently and laid. I desire to have those books produced, in order that we may examine him further.

Mr. MATTINGLY. We intend to resume Mr. Clephane's examination. There are several other witnesses here now, however, who are anxious to get away.

Mr. MERRICK. We simply serve you notice to produce.

By Mr. MATTINGLY, (to the witness:)

Q. State whether you were at the meeting of the contractors at the rooms of the board of public works, in response to the circular which was sent out, and whether that meeting was public or not?—A. I was there.

Q. What took place? State the general character of the meeting, and what took place.—A. After the advertisement for proposals for the improvement of the various streets, the parties bidding were invited to meet the board of public works at their rooms on Fourth-and-a-half street, and the matter was discussed in reference to the awards or prices that had been fixed by the board of public works for the various work, or the classes of work bid for. There were a number of gentlemen present. Mr. Shepherd, the vice-president of the board, announced to the parties present the prices that would be allowed for work, and there was a general discussion on the subject. There were a large number of persons present.

Q. Was it a secret meeting?—A. No, sir.

Q. Were the doors open, or were they closed, or was there any secrecy about the matter?—A. The doors were open; there was a large number there; I observed no secrecy about it. The matter was freely discussed.

Q. Do you remember whether there was any dissatisfaction among the contractors as to some of the prices?—A. There was a great deal of dissatisfaction; that the prices were not sufficient.

By Mr. CHRISTY:

Q. Were you one of the bidders?—A. I was, sir.

Q. Did you deposit your thousand dollars?—A. I deposited a thousand dollars—whatever was required.

Q. Did you not deposit that thousand dollars with the expectation that the award would be made to the lowest bidder, as in other cases where there was public advertisement?—A. I supposed it would, sir.

Q. That was one occasion of the disappointment and dissatisfaction, was it not?—A. No, sir; it was not that so much as that they thought that the board was fixing the rate of the work at too low a rate or figure. The class of work that was assigned to me, I thought was satisfactory. That was macadam. The prices named by the board for the macadam I thought were fair. The grading and paving of brick foot-walks was the point to which objection was made mainly by those bidding. They thought the prices were too low.

Q. Your bid was for macadamizing?—A. Yes, sir.

Q. Did you receive the award under your bid for macadamizing?—A.

I received an award, sir; but not under the bid that I had made: it was less than my bid.

Q. Were you advised at any time that you were expected to make a bid simply to contribute information to the board that they might establish a scale of prices?—A. I was not, sir.

Q. And you bid, as in other cases, that it should be awarded to the lowest bidder?—A. That is what I supposed at the time.

Q. Did you notice a publication in a newspaper on the morning of the 15th of September in regard to the proceedings at the Morrison building, the office of the board of public works?—A. I do not remember now, sir.

Q. Did you receive a verbal or written invitation to appear?—I think it was written.

Q. Were you advised to appear again at any specified day, on the 1st of September, when the bids were open?—A. I was not, sir.

Q. The invitation that you received was a written circular, was it?—A. That is my recollection, that it was a written circular.

Q. Are you able to say how extensively that was circulated among bidders?—A. I cannot, sir.

Q. You cannot tell that they did receive it?—A. I cannot, sir.

Q. You have been a contractor under the board?—A. Yes, sir; I have.

Q. Where have you done your work principally; has it been around the Government property?—A. I did the work at Mount Vernon Square.

Q. Where is Mount Vernon Square?—A. Mount Vernon Square is bounded by Seventh and Ninth streets.

By Mr. MERRICK:

Q. Known as the old Northern Liberty Market?—A. That is the point, sir.

By Mr. CHRISTY:

Q. Have you been paid for it?—A. The account has been settled. I have been paid in part.

Q. How have you been paid, in certificates or in money?—A. I have had both money and certificates.

Q. What proportion in certificates?—A. The larger amount, sir. I would state that the amount of money received before the completion of the work was about \$4,500. On the receipt of the certificates, a large amount of this was paid out to parties who did work for me. That is, a portion was paid to the curb-setter, and a portion to the parties who graded under my contract, and others who did the concreting. The balance I received bonds for.

Q. You distributed the certificates after they were delivered to you?—A. I did.

Q. Do you hold any of those certificates now?—A. I hold two of them.

Q. For what amount?—A. About two thousand dollars.

Q. How long since you completed the work?—A. I completed the work, I think, in July last; June or July last.

Q. To whom did you issue the certificates; who did the curb-setting and grading?—A. A part of the grading was done by Mr. Ellis. A man by the name of Newmeyer [Teemeyer?] did the curb-setting, and received part money and part certificates. The Abbott Paving Company I paid certificates to.



Q. Was there any member of the legislature interested as a sub-contractor under yourself?—A. None, sir.

Q. Were you the sole party interested in this contract?—A. I was.

Q. Did you pay anything to anybody for obtaining the contract?—A. I did not, sir.

Q. Or for any other contract you received?—A. Or for any other contract.

By Mr. WILSON:

Q. Did you have a contract for the flagging at Mount Vernon Square?—A. I did not that in the square. My contract for Mount Vernon Square called for concrete carriage-way and footwalk. Afterward it was changed to flagging, but it was not embraced in my contract: I was told to do the work with flagging in the place of concrete; that the concrete footwalks were not satisfactory. But I did not do it; it was done by another party afterward.

Q. Who was that party?—A. It was done by Mr. John O. Evans.

Q. Why was it you did not do it?—A. Because at that time the board had no suitable flagging of the kind on hand.

Q. Did Mr. Evans have suitable flagging on hand?—A. He had, sir.

Q. Your contract, you say, did not embrace the stone flagging?—A. No, sir.

Q. But was for concrete footwalks?—A. Yes, sir.

Q. And that was afterward changed to stone flagging?—A. Yes, sir.

Q. How was that change made; by what authority; did you assent to it?—A. I did, sir. I think I received a letter from the board; probably I had better go back a little and explain. The concrete that we had proposed to put down at that point was what was called the Abbott concrete for footwalks. It was an improved concrete for that specific purpose. Mr. Abbott informed me afterward that he was afraid the concrete that he proposed to put there would not answer; that from the winter's experience in Brooklyn it did not do as well as he anticipated, and he preferred not to put it down. I immediately informed the board of that fact, and asked that I be allowed to put something else down. The board stated in a communication to me that flagging would be substituted; it may have been a verbal communication; I forget which.

Q. Have you the letter of the board to you on that subject?—A. I think I have, sir.

Q. Have you it with you?—A. I have not.

Q. Will you produce it to the committee?—A. Yes, sir.

Q. How long after this occurred was it until John O. Evans got permission to do the work?—A. I could not from memory say. Several weeks intervened while the matter was pending. The board had no flagging on hand. They expected flagging; and I think, as well as I now remember, that it was some five or six weeks that the matter was pending.

Q. Were you, by the terms of the arrangement, to take your flagging from the board?—A. The board had furnished all the materials.

Q. Was there anything in your arrangement with the board to prohibit you from purchasing this flagging yourself?—A. No, sir.

Q. The simple fact, then, that the board did not have flagging on hand was no reason why you should not go on and comply with your contract with the board, was it?—A. The best reason, sir, was that I could not afford to put down the flagging. I could not purchase it my-

self, and I learned that there was none in the market except what was in the hands of Mr. Evans.

Q. Mr. Evans had the monopoly of that in this market?—A. It seems so, sir. He had the only flagging on hand.

Q. Did you make any effort to get flagging from elsewhere?—A. I did not, sir.

Q. This flagging comes from the North River, does it not?—A. Yes, sir.

Q. Is there any trouble about getting it up there?—A. I do not know, sir, I have never purchased any flagging.

Q. Did you get a job of flagging to do in that vicinity afterward?—A. I did. The angles east of the squares—little reservations east.

Q. You did do a part of the flagging, then, around Mount Vernon Square?—A. Well, sir, it was east of Seventh street—two little places.

Q. Those little intersections or angles close by the square?—A. Yes, sir.

Q. Where did you get that flagging?—A. The board furnished that.

Q. How long afterward?—A. It was several months—two or three months afterward. I could tell you exactly if I had the data.

Q. Have you had a large number of contracts under the board?—A. No, sir; that is all I have done for them.

Q. Just state in brief the character of the work you have done for the board.—A. The work I have done at Mount Vernon Square: first I removed the *débris* on the square—the old market. I graded the square, set the curb, parked the squares—the intersections of the streets—concreted the roadways, erected the fountain, and laid the flagging down; did the grading and laid the flagging for those little angles made at the intersections of the streets.

Q. That is to say, you graded off the earth necessary to enable you to put the flagging down?—A. Yes, sir.

Q. What kind of concrete did you lay?—A. What is called the Abbott.

Q. Did you have the patent for that?—A. No, sir.

Q. Did you pay a royalty for it?—A. No, sir.

Q. How did you manage to lay that without owning the patent or paying royalty?—A. The base, as it is termed, the broken stone, the first course of stone, I put down myself, and made an arrangement with Mr. Crawford, the managing agent of the company, to roll, to put the tar upon it, and then finish it, and to put the second course on and to finish it.

Q. Where is this Abbott Concrete Company located?—A. Their office is on E, between Fourteenth and Fifteenth.

Q. Who composed that company?—A. I don't know only the officers of the company—Mr. Crawford, the president, and Mr. J. W. V. Vanderburgh, the treasurer; and I believe, Mr. Harry Crawford, they call him, is the managing agent.

Q. Do you know who the other parties are connected with that paying company?—A. I do not.

Q. Is that the only pavement you put down that was owned by somebody else?—A. Yes, sir.

Q. What did you pay that company for putting that down?—A. I paid them \$2 a yard. They furnished everything except the base—the course of stone at the bottom; they did the rolling and putting on of the second course, and the finishing after I put the base down.

Q. At what rate were you paid for putting down this flagging?—A. Sixty-five cents a foot.

Q. That was just simply putting it down—not furnishing the flagging?—A. Just putting it down.

Q. Who hauled the flagging on to the ground?—A. I did.

Q. Where from?—A. There was some hauled from Sixth street, some from P street near Fourteenth street, and I think from the canal.

Q. Was it all new flagging?—A. A part new and a part old.

Q. Where was the old flagging taken from?—A. The old flagging was taken from P street near Fourteenth. There was a portion of it, the amount I do not remember now—but some of the old flagging from that point, and some of the old flagging from the canal.

Q. What had that old flagging been used for before?—A. I think they called it bridge-stone—flagging to go across gutters.

Q. Did they have a yard up there—a property-yard up at P and Fourteenth streets?—A. Yes, sir.

Q. And this old flagging that you put down there had been gathered up from about the city and put into that yard?—A. Yes, sir.

Q. Did you haul it over there and put it there?—A. Yes, sir; some of it.

Q. For that you were paid 65 cents a square foot?—A. Yes, sir; dressing it. We had to take the lumps out of it and joint it.

Q. What proportion of this flagging that you put down around these little angles was that old bridge-stone?—A. I could not answer it from memory.

Q. About?—A. I think about half, as well as I remember.

Q. Is that stone that had been long in use about the city?—A. That I could not tell.

Q. From its appearance, what would you think?—A. I should think that it had not. That put down there was all of good stone.

Q. You selected it from the material there in the property-yard?—A. Yes, sir.

Q. Selected the best you could get?—A. Yes, sir.

Q. Now, what did you do in putting down this flagging; how did you put it down? Did you put any sand under it?—A. First, the proper excavation was made.

Q. How much was that, would you suppose, there?—A. I think it was six inches; whatever the specification required.

Q. You excavated somewhere about six inches, and how wide is the footway there?—A. I think one side of it is nine feet and the other side fifteen. The side on Seventh street is wider.

Q. Did you put any sand under it?—A. Yes, sir.

Q. How much?—A. I do not remember now, but I think we put first a layer of gravel and four inches of sand.

Q. How deep was the gravel?—A. About two inches. I am speaking from memory. I conformed exactly to the specifications. I remember of putting about half sand and half gravel; the gravel at the bottom and the sand next to the flagging. We dressed the flagging edges, joints, jointed it, and took all the irregular surfaces off—the lumps—and closed all the joints properly with cement.

Q. You cemented the joints?—A. Yes, sir.

Q. Did you set the curb also?—A. No, sir; that was already set there.

Q. So that your work, so far as that flagging is concerned, consisted in gathering this flagging together in the manner you have indicated, and dressing it up, and putting down two inches of gravel and four inches of sand; cementing the joints and putting the flagging down?—



A. Yes, sir; the item, 65 cents, covered also the grading of the interior. We had that all to grade and mound up, and sow down grass seed.

Q. How large a space is there in that triangle? What is the length of the base of that triangle inside of the footway?—A. I would like to speak accurately about that, but from memory I could hardly do so.

Q. You can give a pretty good idea. Of course, I do not expect you to speak accurately, having no papers before you.—A. I should think they were 100 by 150.

Q. That is to say, 100 feet base by 150 feet in length?—A. Yes, sir.

Q. And did you haul any earth and put it in there?—A. Yes, sir.

Q. How much?—A. I do not remember as to quantity. We mounded them up.

Q. Very much?—A. No, sir; we made a neat little mound and a nice finish to it.

Q. Was there a very large amount of filling done there?—A. No, sir.

Q. Where did you get the earth from to mound it up?—A. I declare I do not remember where it came from. We hauled a good deal of soil and we would be a little select, on account of sowing it in grass seed.

Q. Who hauled that?—A. Mr. Drainsing.

Q. Do you know whether he got it from where the streets were being excavated or not?—A. I do not remember. We paid him for the use of his teams and he got the earth and hauled it. I do not remember where from.

Q. Who did the work for you in putting down this flagging?—A. A man by the name of John Burns.

Q. What work did he do?—A. He did the whole work except the grading; that is, the stone-cutting and the sodding.

Q. Did he furnish the gravel and the sand?—A. No, sir; we had teams, and the gravel and sand—a part of the sand was furnished by D. M. Davis, and the gravel was hauled from the excavations at Tiber Creek. But it was all done under the direction of Mr. Burns.

Q. What did you pay Burns per foot?—A. Mr. Burns and I went into the contract jointly. I gave him an equal interest with me.

Q. What did he get?—A. He got one-half of what was made on the work.

Q. Didn't he get one-half of the 65 cents, or did he?—A. He got one-half the net amount after deducting all the expenses.

Q. What did you put down—the jointing, dressing, and sodding? What did you estimate that at in making up your account with Mr. Burns?—A. I could not tell you. I did not expect to be examined on that point. I have papers at home, if the committee desire to see them.

Q. I should like to see them very much. This contract, then, was given to you in your name; Burns was jointly interested with you?—

A. Yes, sir.

Q. But was not known in the contract?—A. No, sir.

Q. Now, is it not a fact, Mr. Morgan, that you allowed Mr. Burns 30 or 32 cents a square foot for jointing, dressing, laying the flagging and cement, putting in the sand and gravel? Is not that the fact?—

A. No, sir.

Q. How was it?—A. It is just as I stated to you, exactly. Mr. Burns received one-half of the net profit on the work. He submitted to me a bill of all his expenses; what he paid his men; the expenditure upon the work. I paid all the bills, and the profit was divided between

Mr. Burns and myself. There was no subcontract made with Mr. Burns other than that I have named.

Q. If you will submit to the committee your papers, we would be glad to see them. Do you know of any other place in this city where this old bridge-stone was used on foot-walks?—A. I do not.

Q. Have you ever given that matter any attention?—A. I have not.

Q. You have not observed anything about it, and know nothing about it?—A. No, sir.

By Mr. MATTINGLY:

Q. In saying that John O. Evans has tried to have the monopoly of the flagging here, do you mean to be understood that Mr. John O. Evans had all of the flagging of that kind that could be shipped to this market?—A. No, sir.

Q. I understand the reason that you did not lay the flagging was that you could not command the necessary capital at that time to buy?—A. Yes, sir; and the board had it on hand and furnished it to me.

HENRY GANTZ SWORN.

By Mr. MATTINGLY:

Question. You are of the firm of Gantz & Appleman?—Answer. Yes, sir.

Q. You had a contract for this celebrated B-street sewer?—A. Yes, sir; we built it from Seventh street to Fifteenth street.

Q. Now, just state to the committee the character of the material used in that sewer.—A. Well, it was first class and good quality.

Q. Were salmon brick used in that sewer?—A. No, sir.

Q. What kind of brick were used?—A. Arch and red.

Q. Do you know Mr. Sorrell?—A. He is one of my brick-layers.

Q. Mr. Sorrell says about one-third of the bricks used in that sewer were salmon brick. Is that true?—A. No, sir; it is not.

Q. There is another one of your bricklayers who says that three-thirds of the bricks used in that sewer were salmon. State whether any of those bricks were light in color.—A. Some of them were a little light in color, but it was all owing to the clay. The bricks were perfectly sound and hard.

Q. Were the bricks wet before they were used?—A. Yes, sir.

Q. Did your contract require that that should be done?—A. Yes, sir.

Q. Was that proper or improper?—A. It was proper. The brick laid in cement perfectly dry in the summer season would not bind.

Q. One of your men here testified that the brick were soaked in water in order to color them and to give them the appearance of red brick, and that he had never known of brick laid in a sewer being wet before they were put in. As a practical brick-layer, what have you to say about that?—A. I am not a brick-layer myself, I am only a contractor; but our instructions from the chief engineer were to have the brick perfectly wet. Mr. Phillips was the chief engineer at the time, and he went over the work every day.

Q. Was that sewer well constructed, or otherwise?—A. Yes, sir; I considered it a first-class job. I endeavored to make a first-class job of it, and I considered it such. It was the first job I had here, and I wanted to make a good job of it, and I believe it was considered so by practical men here.

By Mr. MERRICK:

Q. Were these brick made at the brick-yard you own?—A. Yes, sir.

Q. What was the color of the arch-brick?—A. The arch-brick are generally very dark—some are and some are not.

Q. The other brick, you say, were red?—A. Yes, sir. There are generally three classes of brick that come out of the kiln.

Q. I am aware of that. Was there any peculiarity in the soil from which your brick were made?—A. I do not know as there was. It is a very strong clay—considered so.

Q. Was there any peculiarity in the soil from which your brick were made, and which would give them a color different from that of the ordinary brick?—A. Owing to the burning, very often.

Q. Then, if the brick were light, the lightness was due to the burning, and not to the character of the soil?—A. There were very few light-brick used.

Q. I ask this question: If the brick were light, it was due to the burning, and not to the character of the soil?—A. Well, I do not know. I should think it was the burning that would make some little difference.

Q. You did not observe any peculiarity in that soil which would make your brick of a light color like what we call fire-brick?—A. No, sir.

Q. Nothing to distinguish the color of that brick from the color of the brick ordinarily made?—A. No, sir.

Q. Then, if a large proportion of those brick were of a light color, it was due to the imperfect burning, and not to the character of the soil?—A. No, sir. There was not a large proportion of light-colored brick used.

Q. I say if there were, the color was due to the burning, and not to the character of the soil, as I understand it?—A. Yes, sir.

By Mr. CHRISTY:

Q. What business had you been in prior to receiving this contract from the board of public works?—A. I was a railroad contractor. That is my business.

Q. Where were the brick you used burned?—A. In what is termed the old Corcoran yard.

Q. You owned the kiln?—A. We had a lease of the yard.

Q. You owned the brick made there?—A. Yes, sir.

Q. Were not all the brick burned in several kilns used in the sewer?—A. No, sir.

Q. What was done with the brick that were not used in the sewer?—A. The salmon brick, we sold them here the best we could.

Q. Is not this true, that the best brick were used for paving and sold for that purpose?—A. A portion of a kiln of brick generally are of paving brick. We furnished some paving brick; I do not remember how many.

Q. You had no experience anterior to that in the building of a sewer?—A. It is the first one I ever built.

Q. And you did sell a portion of the brick to be used for paving?—A. Yes, sir.

Q. Were not they the best brick you had burned?—A. They were the smoothest, and all of regular color. The arch brick, though, were the strongest; burned hardest.

Q. Now, which of the brick did you use; the arch?—A. We used the arch in the sewer.

Q. The other brick you sold for paving purposes?—A. We sold some paving brick.

Q. Do you know a Mr. Howe, a brick-layer?—A. Yes, sir; he was bossing for me.



Q. Was there not controversy between you and him in regard to the character of the brick used; didn't Mr. Howe say to you you were using inferior brick?—A. No, sir.

Q. Did not the several brick-layers in your employ complain you were using inferior brick?—A. No, sir.

Q. You say there was no controversy whatever?—A. No, sir; nothing of the kind.

Q. There was no objection made to the brick at any time?—A. The only objection that was made was that we used some few machine brick. They objected to laying them on account of the sharp edges.

Q. Don't you know the controversy finally reached the ears of Governor Shepherd and he came and inspected the brick that was there?—A. No, sir.

Q. Did you give any attention to the laying of that brick?—A. I superintended the whole work myself.

Q. But you were not a practical brick-layer?—A. No, sir.

Q. Did not you know whether they were proper brick or not?—A. Yes, sir; I think I did.

Q. And you now say that you had no controversy with any of the men in your employ, and that Governor Shepherds attention was never called to it, nor did he inspect the brick?—A. Never was called to it, to my knowledge.

Q. Who was engineer then of the board?—A. R. C. Phillips, chief engineer.

Q. Was there any controversy between you and him?—A. I do not know that there was.

Q. Did not he say to you that the brick were of an inferior and unsuitable quality?—A. I think that at one time one load of bricks was hauled there, and he objected to them, and they were hauled away.

Q. Were not they hauled back?—A. No, sir.

Q. Had you any other business at that time?—A. No, sir.

Q. You gave them your whole attention?—A. Yes, sir.

Q. Your partner likewise gave his attention?—A. No, sir.

Q. Did you get any portion of your brick from the city of Baltimore?—A. No, sir.

Q. You manufactured all the bricks used in that sewer?—A. No, sir; we did not manufacture them all. We bought some from other yards.

Q. And none from the city of Baltimore; no brick that came by cars?—A. No, sir. Never got a brick from Baltimore.

By Mr. MATTINGLY:

Q. How was your contract obtained; by bid?—A. Yes, sir. The sewer was enlarged afterward and the dimensions of it changed.

By Mr. MERRICK:

Q. Did you furnish the brick that Strong used?—A. We furnished, I think, four or five thousand one day. He got out and we furnished him, I think, for one day only.

FRANCIS REESIDE sworn.

By Mr. MATTINGLY:

Question. State what your business is?—Answer. I am a brick layer.

Q. How long have you been engaged in that business?—A. About 25 years.

Q. Did you have anything to do with this B-street sewer?—A. I was

appointed superintendent of that B-street sewer when it was started; from the commencement of it in June, I believe, about the 20th.

Q. How long did you remain in that position?—A. I remained there during the month of June and July.

Q. Was the work progressing during that time?—A. It was.

Q. State what kind of brick were used in that sewer during the period that you were there?—A. In building a sewer of that kind we used arch brick. At the time that that sewer was building there was a great deal of work doing, and there was a great deal of sewer work doing; paving doing; and as inspector to the board of public works I had to use the best I could get. I told Mr. Gantz, the gentleman on the stand before me, that some of the brick there I condemned. I told him to haul them away, which he did do. He used at that time arch brick. The brick were burned over there in Virginia, at the time. They were all burned by coal, so that they showed a light surface. Many of the brick we do not know whether they are salmon or arch; but it is the sand that burns them, and they came there, and when I would look at the brick I would say, use them. A great many bricklayers said those brick are salmon. I would say those brick are hard enough to go in. When you break them open and look inside of the brick you found it was hard, but outside the sand burned them with ashes and produced a light surface on the outside.

Q. Were any salmon brick used there, to your knowledge, in the sewer?—A. They were not used while I was there. There might have been salmon brick used. I told Mr. Gantz that there were some inferior bricklayers working there at that time. I told the men to put the best brick on the lower surface, and to put the rubbish that is on the inside surface, working to a 14-inch ring of the top, and the bottom was an 18-inch; and we put the rubbish of the brick in the center, and we put the good brick on each outside portion of the work.

Q. You have had considerable experience in work of this kind, have you not?—A. Yes, sir. I helped to turn this very same arch over my head now. I helped to build it, [referring to the archway of the room in which the committee are holding its sessions.]

Q. That sewer, while you were there, as long as you had any knowledge of it, was it properly constructed, in your opinion?—A. It is as good a job as there is in the country. There is not any pressure that can burst it to-day; no pressure of water. I will take any man there and show him its good qualities. If any one of the committee will go right now with me in a boat there, I will show them the arch there now to-day.

By the CHAIRMAN:

Q. How can we go there?—A. Go there in a boat. You cannot go there unless you do.

Q. You think that is a good sewer?—A. Yes, sir; I do.

Q. What is the reason you did not stay there until the whole sewer was completed?—A. The reason I did not stay there was because the board of public works did not want to pay me money enough to stay there. Mr. Phillips thought I was not worth but \$4 a day, and I could get more money outside than that at any time, and that is the reason I did not stay there.

By Mr. WILSON:

Q. Who succeeded you as superintendent there?—A. I could not hardly tell. I don't know who succeeded me.

Q. Was there somebody there after you?—A. There was.

Q. Do you recollect who?—A. W. W. Griffith succeeded me.

Q. Was he a brick-layer?—A. He was not.

Q. What was his business?—A. I don't know. I could not tell you his business.

Q. Did he have any business?—A. I suppose—well, almost everybody has a business. I don't know what his business was.

Q. Was he a mechanic of any kind?—A. I could not say.

By the CHAIRMAN :

Q. They got him for \$4 a day?—A. That is what they paid me while I was there.

By Mr. WILSON :

Q. Was there anybody else that you know of besides that man?—A. Well, I noticed that there were—that at the termination of it there were several there on the job.

Q. Do you recollect the names of any of the superintendents?—A. Yes, sir.

Q. Who?—A. There was a man by the name of McClellan there.

Q. What was his occupation?—A. He claimed to be a plasterer.

Q. Was he a plasterer?—A. Indeed, I could not tell you. He was not a brick-layer; I know that.

Q. Were there any tailors on that job?—A. I could not say; I don't think there were any tailors.

Q. Were there any men who professed to be tailors?—A. No, sir. I will state one thing: there was some very incompetent men laying brick there when I was there. A man swore here before this committee—a man by the name of Curry—and Sorrell, men that we term about third-class brick-layers in the community here.

Q. Why didn't you drive them off there?—A. I spoke to Mr. Gantz about them the very first day, and asked him to discharge this man Curry. He said that he came from Philadelphia with somebody they had there. I said, "That man don't amount to shucks; he is no brick-layer." He says, "We will keep him on." So they kept him on, and the whole time I was there, during the two months, I was fighting with them all the time. Mr. Gantz and Mr. Appleman both told me that anything I wanted there, just to designate it. "If the material is not right, tell me about it, and I will remedy it," and the only favor I asked of Gantz was the discharge of this man Curry.

Q. He would not do it?—A. No, sir; he told me—I will tell you why he didn't do it. There was a party here from Philadelphia superintending the brick work at the time. I supposed that they were doing the work for so much per thousand, or so much per M, and Curry was working for these other parties, and that is the reason he would not do it. I worked for Messrs. Gantz & Appleman after he left the job, and went there and worked for two or three days, just to show them I could lay bricks.

Q. Just to show them how to do it?—A. Not to show them how to do it.

Q. Mr. Curry says two-thirds of the brick in that sewer were salmon brick?—A. He may say a great many things. I don't think he is the mark for a brick-layer.

By Mr. WILSON :

Q. Did you notice the manner in which that sewer was constructed while you were there?—A. I noticed it from the time it was started until it was finished in casually walking along through there.

Q. Did you pay any particular attention to it?—A. I did pay particular attention to it.



Q. Did they continue to work well?—A. Yes, sir; I think the work is just as good a piece of work as can be found anywhere.

Q. Even though there were tailors and shoemakers superintending?—A. I don't think Mr. Gantz or Mr. Appleman either would conscientiously have a job of work done that was not right.

Q. I speak of the tailors and shoemakers because it has been said here that there was that class of men superintending the work, and I want to know from you, even if there were brick-layers and men following other occupations there, whether the work was still properly done, as far as you know?—A. I will state the facts here. Mr. Burrows is the superintendent under Gantz & Appleman. He is a man of thorough mechanical ideas, and understands work thoroughly. He drew the work off—drew the lines of the work and did it all himself. He may be here in the room. He knows exactly how it ought to be done.

Q. And how it was done?—A. Yes, sir.

By Mr. CHRISTY:

Q. You say that your remonstrances made to Mr. Gantz were not listened to, and these incompetent brick-layers were still continued in employment?—A. I never asked Mr. Gantz but one question. I told him to discharge Curry the first day I went there.

Q. You said, however, there were other incompetent brick-layers—men who did not know the business?—A. I said so.

Q. That is true, is it?—A. Yes, sir; I said there were incompetent brick-layers there.

Q. You said the first courses were laid with good, but the rubbish, the inferior brick, were placed over?—A. Yes, sir; in the second ring.

Q. And of course an inspection now of the sewer would not enable the committee to determine whether the bricks above the first course were proper bricks to be used or not?—A. No, sir. If you will allow me to say one word, I will explain to you. Suppose that you were in Rome, or some other country, where you had very poor material to use. We were taking rough material and put the rough inside and put the best out. At the time this sewer was constructed it was a hard matter to get brick here. We had to take the best we could get, and Messrs. Gantz & Appleman were building this sewer. We took the best brick that we could get and put them on the lower surface, and put the rough brick in the intermediate course.

Mr. MERRICK. The question is not whether you put the best brick you got in, but whether you put as good brick as ought to have been put in that sewer?—A. We did, under the circumstances.

Q. I do not speak of the circumstances; but suppose good brick could have been gotten?—A. We could not have gotten them at the time.

Q. But suppose good brick could have been gotten, would it not have been better to put a better class of brick than what you did in there?—A. We had to run the chances. We got as good brick as we could at the time.

Q. Were they made fully in accordance with the specifications?—A. Seven by two inches, every brick made there.

Q. Were they made according to the specifications, and in all respects were the brick throughout of the quality called for by the specifications?—A. The bricks were what we term arch-brick.

A. That is not the question. The question is, were the brick put into that sewer of the quality called for by the specifications?—A. They were not. I say they were not.

By the CHAIRMAN:

Q. They were not the brick called for by the specifications?

Mr. MATTINGLY. Explain that to the committee.

A. The specifications call for all red brick, solid brick, and there is no sewer in the world built with solid red brick.

Q. Why not?—A. Because you cannot get them. This Capitol here is built with them, and the State Department, that I am working in now, is built with them.

Q. With solid red brick?—A. Yes, sir.

Q. You can get them for the Government?—A. Yes, sir; the Government gives \$2 or \$3 more than anybody else gives for them.

Q. Where do they come from?—A. They pick them out of the kiln.

By Mr. WILSON:

Q. Those kilns of Gantz & Appleman—the solid red brick were picked out of them?—A. Well, Gantz & Appleman, I suppose, sold their paving-brick. The Government don't use anything but paving-brick. They take the paving-brick and use them upon the Government buildings.

Q. Let us understand this. Gantz & Appleman burned their own brick?—A. Yes, sir.

Q. Then they had solid red brick?—A. Yes, sir; they sold them for paving.

Q. The solid red brick that are called for by the specifications of this contract they picked out of the kiln and sold then for other purposes?—A. I don't want you to understand that I say they called for the solid red brick. In sewer-work arch-brick will do.

Q. It will do?—A. Yes, sir; it will do a good job, too. The salmon brick of course they have to sell for what they can get. Paving-brick they sell for putting down sidewalks with.

Q. Was that done in this case, out of this kiln?—A. They took the arch-brick and hauled them to the sewer.

Q. What did they do with the nice square brick?—A. Sold them for paving all around town.

Q. That is the way this thing was done?—A. Yes, sir.

By the CHAIRMAN:

Q. Are you familiar with burning brick?—A. I know something about it.

Q. What portion of the ordinary brick-kiln are salmon brick?—A. Take a kiln of 200,000 brick, and I suppose there would be about 30,000 salmon brick in the kiln.

Q. How many arch?—A. We take 50,000 arch.

Q. How many solid red brick?—A. There is paving, what we call red brick and light-red. I suppose out of a kiln of 200,000 brick you would get 100,000 red out of the kiln and 100,000 arch-brick.

Q. Now, the red brick and the arch-brick were put into the sewer?—A. Yes, sir; the red and arch were put in the sewer.

Q. And the paving-brick, the solid red brick, were picked out and sold for paving?—A. Yes, sir.

Q. And the salmon brick were sold for what?—A. I don't know what he sold them at.

Q. They were not put in the sewer?—A. No, sir.

By Mr. MATTINGLY:

Q. Were the brick put into this sewer suitable brick for a sewer?—A. Yes, sir; they were suitable for a sewer.

JOHN J. BURROWS sworn.

By the CHAIRMAN:

Question. What is your business?—Answer. Superintendent of build-

ing for the last three or four years: sewer-work principally; nothing but that.

Q. What was your business before that?—A. I was clerk in one of the Departments—Quartermaster-General's Office.

Q. Are you a mechanic of any kind?—A. Not by trade.

Q. Did you superintend this B-street sewer?—A. Yes, sir.

Q. When did you begin that work—at the beginning of the sewer?—A. At the commencement of the work; from the very start; somewhere in the latter part of May or June, 1872.

Q. Do you know what class of brick were put into that sewer?—A. Yes, sir; the paving-brick, generally, were taken out; were not brought there. The arch and pillar or dark brick. There were some very light-colored brick used in it in coloring.

Q. How in quality?—A. They were hard in quality.

Q. How do you know that?—A. By breaking them open. There was complaint made about the color—about their being salmon, and I went and assorted them, and broke them open to find out what was the quality inside, and they were far harder than they appeared to be, 100 per cent. harder.

Q. Is that a good sewer?—A. It is.

Q. How many sewers have you seen?—A. I have seen quite a number of them.

Q. Where?—A. Here in Washington and in Georgetown.

Q. Not anywhere else?—A. Yes, sir; in Washington and Georgetown.

Q. Anywhere else?—A. No, sir.

By Mr. MATTINGLY:

Q. What were Gantz and Appleman's instructions in regard to building that sewer?—A. Their instructions to me were to make a first-class job of it in every respect.

Q. Did you make a first-class job of it?—A. Yes, sir.

By Mr. MERRICK:

Q. What was the color of those brick inside when you broke them open?—A. They were considerably darker than they were on the outside.

Q. Did you examine the contract under which this sewer was constructed?—A. I examined the specification. I did not read the contract.

Q. Are you prepared to say under oath that this sewer was built according to those specifications?—A. Yes, sir.

Q. In all respects?—A. Yes, sir.

Q. What were the specifications as to the character of the brick to be used?—A. The arch and dark-red.

Mr. CHRISTY, Mr. Clerk, will you please give me the contract with Gantz & Appleman?

Q. You state your recollection of the specifications as to the character of the brick to be used: you say they were to be what?—A. The arch and red brick.

Q. Did you say a moment ago——?—A. Arch and red.

Q. Arch "or" or "and" red?—A. I don't know which. I think it was both. To the best of my recollection, both were mentioned, red and arch, in the specifications.

Q. Was there a single red brick used in the construction of that sewer?—A. Yes, sir.

Q. All brick of these kilns that are known as paving-brick were not brought to the sewer?—A. I will not say that.



Q. What will you say on that subject?—A. I will say paving-brick were not brought there. I don't say all, because, as I understood, there they were sold for street-pavement and sidewalks. The sewer-brick were those dark and lighter in color than that.

Q. So that what were used were dark or lighter brick than paving-brick?—A. Yes, sir; some were the same color as paving-brick, but not smooth enough to be used on sidewalks; not true enough on the edges.

Q. Don't you think that the smooth and regular brick ought to be used on a sewer?—A. I don't think it is absolutely necessary.

Q. In whose employ are you now?—A. I am not in any just now.

Q. Did you come here under subpoena?—A. No, sir.

Q. At whose request?—A. Mr. Appleman's. He is one of the firm.

Q. You may state to the committee what conversation you had with him before coming here on the subject of your testimony.—A. He has spoken to me a half-dozen times, I suppose. He is a personal friend. He asked me if I would come here when summoned, and I came here yesterday. I met him down at his office and he asked me——

Mr. MATTINGLY. He is here at our request, I will state.

[Mr. Mattingly having stated that they had not thus far put the committee to the expense and trouble of summoning any witnesses, Mr. Christy said that he wanted the rule that had been laid down by the committee requiring a memorandum of the points to be testified to by the witnesses before having them presented for examination should be adhered to with regard to the witnesses for the defense. The chairman said that if it was desired by the counsel for the memorialists, of course the same rule would be observed with regard to the witnesses for the defense as had been laid down with reference to those who were summoned on behalf of the memorialists.]

Q. You say you are familiar with these specifications; you say you have examined them?—A. I have not seen them recently.

Q. Find the part relating to the character of the brick to be used, or the quality. [Handing witness the contract.] The third page refers to the "masonry;" be kind enough to read it.

[The witness then read as follows:]

#### MASONRY

Will consist of best quality of mortar made smooth, well burned, hard, whole bricks of the kind commonly known in this market as "red and arch bricks," free from seams, cracks, and other imperfections, laid in the manner and of the thickness shown in section 9 "B," for each section respectively. Every brick to be thoroughly wet by immersion in clear water, free from oils, soap-suds, or other foreign matter, before being laid in full mortar joints; each brick to be laid by or at one operation; that is, only the mortar for one brick to be put in at one time, and the brick immediately laid, care being taken that only so much mortar is used as may be necessary to form a full joint, and as thin as possible, especially in the inside course.

Q. Now, as you are familiar with these specifications, state why it was you used the light brick. Is there any authority in the specifications for laying of light brick?—A. Not to lay light brick, as is generally meant by light brick. Those brick were pronounced, after inspection, to be hard brick.

Q. That is what the witnesses say. "They were very hard brick."—A. Yes, sir. They were very hard brick.

By Mr. MATTINGLY:

Q. Then I understand such brick as is called for by the specifications were the kind of brick used in the construction of that sewer. Red and dark brick?—A. Yes, sir.

SMITH PETTIT sworn and examined.

By Mr. MATTINGLY:

Question. What is your business?—Answer. I am in the foundry business.

Q. State whether you have had any occasion to tap this B-street sewer?—A. I tapped it. I wanted to put in a ten-inch pipe, and I applied to the board for permission to do so. They sent a man there to cut it for me. He came there and went to work with a small hammer and chissel; he worked awhile. He then turned it over to me, and I cut it myself into the big sewer.

By the CHAIRMAN:

Q. You got a hole through it?—A. Yes, sir.

By Mr. MATTINGLY:

Q. From what you saw of it at that time what was the character of the work and material?—A. I found it all firm and hard; it was very hard to cut through. The brick I suppose to be red and arch-brick from what I saw of them.

Q. You did not come across any salmon brick in that cutting?—A. No, sir.

By Mr. CHRISTY:

Q. Where did you cut that sewer?—A. Between Fourteenth and Fifteenth streets.

Q. What is your business?—A. In the foundry business, engine supply, boiler building, and general iron-work.

Q. I understand you to say it was you that cut it. It was not a brick-layer that cut it for you?—A. I cut it myself.

By Mr. WILSON:

Q. Have you furnished any iron-work for the board of public works?—A. No, sir; no more than I have furnished some for the water-register's office, probably amounting to about \$100. That is all the work that I ever did until recently, in the last month, probably I have done \$30 or \$40 worth of work.

Q. Can you tell me who it was that furnished these castings at the corners where the water runs under the pavement or down in the sewer?—A. No, sir; I cannot.

By Mr. CHRISTY:

Q. Do you know who built the part of the sewer between Fourteenth and Fifteenth streets; do you know whether Gantz & Appleman's contract covered that?

Governor SHEPARD. Gantz testified just now he did that.

The WITNESS. I presume Mr. Appleman did. I saw him there on one or two occasions. I was building at the same time. Mr. Appleman was there and he wanted to sell me salmon brick to put into my building. I was building at the corner of Fourteenth and D streets at the time he was building that portion of the sewer. He said he had more salmon brick than he could use, and he did not know what to do with them. He wanted to sell them to me, and I told him I had as much as I wanted at the present time. He told me he was not using any in this sewer.

THOMAS BUCKLEY sworn.

By the CHAIRMAN:

Question. What is your business?—Answer. Practical brick-layer.

Q. How long have you been a brick-layer?—A. I have been brick-laying eight or nine years; served my time until I was twenty-one and worked at it until this time, deducting twelve years that I served in Uncle Sam's service in the Marine Corps.

Q. Did you work on this B-street intercepting-sewer?—A. I worked on the laterals running from the B-street sewer.

Q. Who were building this?—A. Gantz & Appleman.

Q. They were brick sewers?—A. Yes, sir.

Q. What kind of brick were used there?—A. Arch and pillar brick. Pillar-brick is the brick that is immediately on top of the arch.

Q. Were there many salmon brick put in there?—A. I saw no salmon brick on the ground at all.

Q. Are these pillar brick red brick?—A. Yes, sir; I have never laid brick in cement unless they have been wet. I was always brought up to that, to use wet brick in cement; dry brick will not bind.

Q. I asked you whether they were red, not wet?—A. Certainly they were red brick. They were burned black some of them.

Q. The brick put into these lateral sewers were good red brick?—A. Yes, sir.

By Mr. MATTINGLY:

Q. Do you know Mr. Currey?—A. I do some; I am well acquainted with him.

Q. He worked on this B-street sewer?—A. Yes, sir; I saw him do work there.

Q. Did you have any conversation with him relative to testifying in this case?—A. No, sir; I have not. Mr. Currey knew it was no use to come to me.

Q. Did he come to you?—A. No, sir; he did not.

By the CHAIRMAN:

Q. You did not regard Mr. Currey as a good brick-layer?—A. No, I regarded him as a fourth rate brick-layer; in fact, not as good as some laborers.

By Mr. WILSON:

Q. Mr. Currey, however, remained with Gantz & Appleman as long as they were at work on that sewer?—A. Yes, sir; I believe he did.

Q. And he was quite equal to some others who were there employed as brick-layers?—A. There were some others that I should term Mr. Currey's equals.

Q. What were the dimensions of the lateral sewers of which you speak?—A. I believe, 3-feet sewers.

Q. What is the length of the lateral sewers?—A. To the best of my recollection, I think they run from 150 to 300 feet.

Q. How many of them were there?—A. I worked from Tenth to Sixteenth street. I quit at Sixteenth street. There was a sewer run under the lake, and they were not quick enough for me, and I could not afford to lose time; therefore I went to work elsewhere.

Q. Do you know whether Gantz & Appleman's contract included the main sewer between Fourteenth and Fifteenth streets?—A. I believe it did.

Q. Are you sure of that fact?—A. I am not sure of it. I won't say



for a certainty, as I didn't have the time to go up there and see who was carrying on work up there, but I know they carried on work up there.

WILLIAM H. HOWES examined.

By Mr. WILSON :

Question. What is your occupation ?—Answer. I have no trade ; I am a laborer—a laboring man.

Q. Were you employed on the B-street sewer in any way ?—A. Yes, sir ; working there for Gantz & Appleman.

Q. What were you doing ?—A. I had charge of the excavation part of the time, and for a short time I was with the brick-layers—just attending to getting the material to them ; I had charge of the men.

Q. What had you been doing prior to your employment in that capacity ?—A. I was working on a farm up in Maryland with my father.

Q. Did you notice the kind of brick that went into that sewer ?—A. Yes, sir ; when I was with the brick-layers I did.

Q. What kind of brick were used ?—A. I believe most generally arch and red brick.

Q. Were there any salmon brick that went into that sewer ?—A. No, sir.

Q. How long were you employed on that sewer in connection with the brick-work ?—A. I guess not over a month.

Q. Do you recollect what month that was ?—A. I think it was in October.

Q. Had you had any experience in this kind of work prior to that ?—A. No, sir.

Q. Were you employed by Gantz & Appleman, or by the board ?—A. By Gantz & Appleman.

Q. You were their superintendent ?—A. Yes, sir.

By Mr. MATTINGLY :

Q. What were your duties ?—A. I had charge of the excavations part of the time, and for a short time I had charge of the laborers.

Q. Do you know anything about the brick that was used ?—A. As far as I know they were arch and red brick.

Q. You did not work on the brick ?—A. No, sir.

LEWIS CLEPHANE SWORN.

By Mr. MATTINGLY :

Question. That book you have there is a book that has already been introduced in evidence, containing the deposits—list of deposits made by contractors ?—Answer. Yes, sir.

Q. A transcript of that book appears on page 294 of the record. I desire to call the attention of the committee to the last item, under the date of September 1, which shows a deposit by T. T. Fowler of one thousand dollars. On the other side, the first item of September 21 shows it is a repayment. Have you Mr. Fowler's bid here ?—A. Yes, sir.

Q. What is the date of that ?—A. September 1, 1871.

By Mr. MERRICK :

Q. State whether you know that bid is in Fowler's handwriting or not. You have undertaken to say the receipt is Mr. Fowler's, because it is in the same handwriting that the contract is. Now state whether that contract is in his handwriting ?

Mr. MATTINGLY. I simply desire to submit this to the committee for what it is worth.

Mr. MERRICK. I object.

Mr. MATTINGLY. Mr. Fowler can come here and examine it.

Mr. MERRICK. I object.

Mr. MATTINGLY. I simply offer them to substantiate our records.

Mr. MERRICK. I object. Now here the witness undertakes to assert that Mr. Fowler gave a receipt for this deposit alleged to have been made by him with a view to contradict the statement of Mr. Fowler that he never made any deposit—that he never withdrew it, and their whole basis for that assertion is the presentation of certain papers here professing to be signed by Fowler, without the party assuming to know, or anybody else assuming to know, that Fowler ever did sign either of those papers. And the committee will recollect that Mr. Fowler said in his testimony that he never filed any bid in his own name, and that he never made any deposit at all. Now how, under the circumstances of that testimony, can this allegation here, and this presentation of two papers with the same signatures compared by the witness, tend to prove any contradiction of the testimony of Mr. Fowler. They have established no basis at all for the purpose of showing that either of these papers is in the handwriting of Mr. Fowler.

Mr. MATTINGLY. If the committee please, I do not care whether the testimony establishes any contradiction of what Mr. Fowler testified to or not. A list of the deposits was called for. It has been introduced in evidence. It showed on the 1st of September, that some one under the name of T. T. Fowler deposited \$1,000; that on the 21st of September, that same \$1,000 was withdrawn, and they introduced Mr. Fowler on the stand to contradict that statement. We simply desire to substantiate the statement that is already in the record—to show the bid and the receipts on which the entries are based, showing the correctness of the entries. Now whether this is T. T. Fowler's own proper signature or not I do not know, and for the purposes of the case I don't care. They are here; Mr. Fowler can come and examine them and say whether they are his or not. I regard it as immaterial whether they are his or not.

Mr. MERRICK. The fact that the bid was made in the name of Fowler has already been given in evidence before the committee.

Mr. MATTINGLY. Yes, and Mr. Fowler was brought here to contradict that.

[After some discussion, it was decided to have the papers retained by the witness until a subpoena can be issued for Mr. Fowler, and his presence secured.]

J. C. LAY recalled.

By the CHAIRMAN:

Question. Do you know Mr. T. T. Fowler?—Answer. I do know him, I think.

Q. Do you know whether you delivered to him this receipt?—A. I think I delivered that to him. I would not have delivered it to any other man.

Q. You wrote that receipt?—A. Yes, sir.

Q. Did the man you delivered it to sign it in your presence?—A. Yes, sir.

Q. Do you recognize that person as the T. T. Fowler that was connected with the Great Falls Ice Company?—A. He is the same man. He is the same man who signed vouchers for the stone for M-street bridge.

By the CHAIRMAN :

Q. Did he deposit \$1,000 with you?—A. No, sir: not with me. These certificates of deposit were in the auditor's office.

Q. How did you come to write that receipt? At Mr. Fowler's request?—A. No, sir: some member of the board, either Colonel Magruder or the vice-president of the board, would send us word to deliver to a certain man his receipt. We delivered the receipt upon that request to the parties.

MR. LEWIS CLEPHANE recalled.

MR. MATTINGLY :

Question. State how long you have known Mr. Shepherd, and what have been your relations with him?—Answer. Mr. Shepherd and myself have been intimately associated from boyhood. We have been together in business relations and social relations and every other way.

Q. Have you examined the statement as to the amount of your contracts appended to the first charge in this case?—A. I have.

Q. Just state whether it is correct or not, and if not correct, in what particulars?—A. It is not correct. I would state here that on page 3 of the charges of the memorialists I am represented as having contracts the estimated cost of which amounted to \$312,813.03, and that I have received payments on those contracts to the amount of \$408,492.87. Those contracts embrace work done by me individually and also by the Metropolis Paving Company. I believe they all generally stand in my name. The report from which the memorialists made this is made up by Mr. Severson, and is contained in his statistical tables on page 62. He sums it up, and says "payments exceed estimates \$96,179.84." Now, I think my entire contracts, including those of the Metropolis Paving Company, amounted to \$358,432.24, according to his tables, and my payments only amounted to \$299,951.27. Here is a tabular statement I have made from Mr. Severson's report. I have given it in detail, and I have made a summary here.

Q. Is that the statement as to your contracts in his general statement?—A. This is the general statement.

Q. Now, just explain that fully.

MR. MATTINGLY. The committee will remember Mr. Severson filed a long statement. Here it is on page 30 of the charges.

The witness then submitted the following statement :

SEVERSON VS. SEVERSON.

*Excerp of B. Severson's list of contracts, extensions, and amendments of contracts of the board of public works from August 1<sup>st</sup>, 1871, to October, 1873, with the estimated cost thereof, and payments made thereon, by the treasurer of the board of public works, as submitted by the counsel of memorialists in their charges.—See Exhibits A 62, B 62, and C 62.*

*L. Clephane's contracts.*

Estimated cost, per Severson's report .....	\$312,813 03
Should be added thereto extension of contract No. 560. ....	45,619 21
Total estimated cost .....	358,432 24
Claimed by Severson's report to have been paid on the above contracts .....	\$408,492 87
Deduct as not applicable to the enumerated contracts .....	109,041 50
Payments applicable to contracts .....	299,951 37
Showing a balance in favor of contractor of .....	58,480 87



instead of \$96,174.84, claimed to be overpaid on estimates; making an error in his statement of \$154,655.71.

The estimated cost for these contracts is..... \$358,432 24

The actual cost, per governor's answer, is..... 343,530 96

Showing the cost to be less than estimated..... 14,901 28

Contracts.	Description of contracts.	Cost paid, per governor's answer.	Estimated cost.
No. 29. Sept. 18, 1871, p. 7, B. P. W.; p. 340, G. A.	Stow wood pavement on Eleventh street, northwest, from E street west to Pennsylvania avenue.	\$15,950 01	\$15,950 01
No. 70. Apr. 2, 1871, p. 11, B. P. W.	Sewer on Eighth street, northwest, between Pennsylvania avenue and D street, northwest.	.....	794 75
No. 107. Sept. 23, 1871, p. 14, B. P. W.; p. 342, G. A.	Curb and repair sidewalk on Market Space, between Seventh and Ninth streets, northwest.	447 25	309 27
No. 145. Sept. 16, 1871, p. 16, B. P. W.; p. 343, G. A.	Stow wood pavement on Market Space, between Seventh and Ninth streets, northwest.	7,507 25	7,060 00
No. 159. Oct. 2, 1871, p. 17, B. P. W.; p. 343, G. A.	Stow wood pavement on Eighth street, northwest, from Market Space to D street, northwest.	5,668 79	5,294 05
No. 191. Dec. 12, 1871, p. 20, B. P. W.; p. 344, G. A.	Grade, curb, and footwalks. Stowe foundation, on Nineteenth street, northwest, from Pennsylvania avenue to K street, northwest.	14,196 20	13,751 80
No. 270. April 30, 1872; p. 27, B. P. W.; p. 345, G. A.	Ballard wood pavement, &c., on D street, northwest, between Sixth and Eleventh streets, northwest.	42,760 60	38,015 00
No. 291. May 10, 1872, p. 30, B. P. W.; p. 346, G. A.	Round-block pavement, &c., on Green street, Georgetown, between Bridge and West streets.	17,874 23	35,000 00
No. 295. May 16, 1872, p. 31, B. P. W.; p. 346, G. A.	Grade, curb, brick pavement, &c., on Twelfth street, northwest, between F and M streets. (See contract No. 571.)	.....	9,385 00
No. 460. Aug. 7, 1872, p. 53, B. P. W.; p. 350, G. A.	Round-block pavement, &c., on Gay street, Georgetown, between Montgomery and Washington streets.	6,415 33	4,000 00
No. 560. Oct. 8, 1872, p. 64, B. P. W.; p. 352, G. A.	Grade and lay round-block pavement on P street, northwest, from circle to Twenty-second street, northwest, and grade and lay round-block pavement on West street, from Rock Creek to Washington street. (May 31, 1873, extension to embrace West street, from Washington to High street, \$45,619.21.)	61,863 53	33,617 00
No. 571. Oct. 19, 1872, p. 66, B. P. W.; p. 352, G. A.	Miller wood pavement, &c., on Twelfth street, northwest, from F to P street, northwest.	111,960 29	73,325 00
No. 571½. Oct. 19, 1872, p. 66, B. P. W.; p. 352, G. A.	Round-block pavement on H street, northwest, from Third street, northwest, to Baltimore and Ohio Railroad.	25,606 00	25,606 00
No. 834. Aug. 12, 1873, p. 102, B. P. W.; p. 358, G. A.	Stowe wood pavement, &c., on High st., between West and Second streets, and on Second street, between Fayette and High streets.	28,155 73	40,303 35
No. 905. Sept. 22, 1873, p. 114, B. P. W.; p. 359, G. A.	Round-block pavement, &c., on Market street, between First and Third sts., Georgetown.	5,125 75	10,400 00
May 31, 1873, p. 288, G. A.....	Contract No. 560 extended to embrace West street, from Washington to High street.	343,530 96	312,813 03
		.....	45,619 21
		343,530 96	358,432 24
			343,530 96
	Excess of estimates over cost .....		14,901 28

*Payments made by the treasurer of the board of public works on schedule of contracts, submitted by B. Severson.*

Page	Date		Contract number.	Treasurer's payments.		Estimate of contracts.
				On contracts not given in Sevel 80th % list.	On contracts given in Severson % list.	
Report for 1872.						
106	Sept. 19	M street improvement, on September 6		\$30,000 00		
108	Oct. 3	Certifying work on M street		10,000 00		
109	Oct. 16	Market Space	145		\$4,000 00	
111	Nov. 11	Wood for Market Space	145		2,000 00	
113	Nov. 25	Eighth street west, from Market Space to D street north.	159		5,000 00	
114	Dec. 1	Wooden pavement on M street		54,125 10		
		Nineteenth street, from Pennsylvania avenue to K street.	194		10,016 87	
1872.						
124	Jan. 30	Eleventh street west, from D to F street north.	29		15,950 00	
126	Feb. 14	Eighth street west, from Market Space to D street.	159		244 97	
		Market Space, between Seventh and Ninth streets west.	145		1,461 35	
		G street north, from Seventh to Ninth street west.		1,385 80		
134	May 2	Repairs of wood pavements in Washington City.		812 78		
141	June 12	Nineteenth street west, from Pennsylvania avenue to K street north.	194		1,820 71	
143	June 24	Twelfth street west, from F to M street north.	571		3,000 00	
		Green street, Georgetown	291		2,500 00	
149	Aug. 3	D street north, from Sixth to Eleventh street west.	270		2,000 00	
		Twelfth street west, from F to M street north.	571		6,000 00	
154	Aug. 22	D street north, from Sixth to Eleventh street west.	270		5,000 00	
157	Sept. 28	Green street, Georgetown	291		2,500 00	
Report for 1873.						
115	Nov. 2	D street north, between Sixth and Eleventh streets west.	270		5,000 00	
		Green street, Georgetown	291		1,000 00	
119	Nov. 30	Nineteenth street, between Pennsylvania avenue and K street, northwest.	194		2,500 00	
121	Jan. 16	Gay street, Georgetown	460		4,741 62	
		H street, between Third street and Delaware avenue, northwest.	571		10,385 20	
125	Jan. 25	West street, Georgetown	560		7,078 40	
		P street, between Twentieth street and Pennsylvania avenue, at Bridge.	560		2,959 40	
132	Mar. 12	Seventh street, between Pennsylvania avenue and D street, northwest.		153 90		
133	Mar. 19	O street, between Sixth and Eleventh streets, northwest.	270		8,263 77	
136	Mar. 21	Green street, Georgetown	291		1,220 39	
		Twelfth street, between F and P streets, northwest.	571		5,889 66	
		G street, between Seventh and Ninth streets, northwest.		1,508 40		
137	Mar. 22	Twelfth street, between F and P streets, northwest.	571		20,000 00	
		P street, between Twentieth and Twenty-second streets, northwest.	560		5,000 00	
		Water street, (West street) Georgetown	560		7,000 00	
		Seventh street, between Pennsylvania avenue and D street.		8,655 01		
143	Apr. 18	Twelfth street, between F and P streets	571		28,000 00	
146	July 11	M street, between Fourteenth street and New Jersey avenue.		1,274 86		
147	Aug. 5	Certificate of indebtedness No. 562	571		100 00	
147	Aug. 6	Certificate of indebtedness, various numbers	571		1,200 00	
148	Aug. 6	do	571		3,300 00	

*Payments made by the treasurer of the board of public works, &c.—Continued.*

Page.	Date.		Treasurer's payments.			Estimate of contracts.
			Contract number.	On contracts not given in Severson's list.	On contracts given in Severson's list.	
		<i>Report for 1873—Continued.</i>				
148	1873. Aug. 6	D street, between Sixth and Eleventh streets, northwest, hauling curb.	270		\$203 50	
		Nineteenth street, between Virginia avenue and K street, northwest.	194		304 36	
		Twelfth street, between F and N streets, repairing water and sewer services.	571		819 95	
		Twelfth street, between F and P streets, northwest.	571		1,817 86	
		Twelfth street, between F and P streets, northwest, repairing water and sewer services.	571		3,607 96	
149	Aug. 13	Certificates of indebtedness, various numbers.	571		19,400 00	
		Green street, Georgetown.	291		4,572 85	
		Nineteenth street, between Pennsylvania avenue and I street, northwest, water and sewer services.	194		106 06	
		P street, between Twenty-second street and circle, northwest.	560		2,867 15	
		H street, between Third street east and Baltimore and Ohio Railroad crossing.	571½		15,220 80	
150	Aug. 13	Certificates indebtedness, various numbers.	571		300 00	
		do	571		300 00	
183	Aug. 19	Certificates indebtedness, Nos. 544 and 546	571		200 00	
		Certificates indebtedness, Nos. 551 and 559.	571		200 00	
155	Aug. 19	Certificates indebtedness, various numbers.	571		200 00	
		West street, Georgetown.	560		5,469 03	
		Certificate of indebtedness, No. 419.	571		100 00	
156	Aug. 21	Certificates indebtedness, Nos. 532 and 543.	571		1,200 00	
157	Aug. 21	Certificates indebtedness, Nos. 582 and 606.	571		2,500 00	
163	Oct. 26	Auditor's certificate, No. 65.	571		100 00	
167	Oct. 22	Auditor's certificates, various numbers.	571		500 00	
168	Oct. 22	Gay street, Georgetown.	460		278 86	
		Green street, Georgetown.	291		407 67	
		Seventh street, between Pennsylvania avenue and D street, northwest.		\$525 65		
171	Oct. 27	West street, from High to Washington street, Georgetown. (Extension of contract 560.)	560		14,199 92	
		High street, between Second and West streets.	834		7,032 20	
		Second street, between High and Fayette streets.	834		18,565 90	
		West street, Georgetown. (Extension of contract 560.)	560		6,157 59	
		Twelfth street, between F and N streets, northwest.	571		100 00	
172	Oct. 28	West street, Georgetown. (Extension of contract 560.)	560		5,237 79	
		Twelfth street, between F and M, northwest.	571		3,500 00	
174	Oct. 28	As per schedule.	571		100 00	
176	Oct. 30	High street, Georgetown.	834		2,549 58	
		As per schedule.	571		200 00	
		Auditor's certificates, various numbers.	571		500 00	
				109,041 50	299,951 37	\$358,432 24
		Payments on contracts given		299,951 37		
		Amount reported by B. Severson.		408,992 87		299,951 37
		Balance in favor of contractors over estimated cost.				58,480 87.



## L. S. FILBERT'S CONTRACTS.

Estimated cost per Severson's report.....	\$572,301 50
Should be added thereto extension of contracts Nos. 626 and 682, which he gives, but fails to carry out the estimated cost of.....	41,038 00
	613,339 50
Deduct error in Severson's addition.....	50
Total of estimated cost.....	613,339 03
Claimed by Severson's report to have been paid on the above	
contracts.....	\$500,177 16
Add to this errors in his additions.....	800 00
	\$500,977 16
Deduct as not applicable to contracts enumerated in his schedule.....	110,403 98
Payments applicable to contracts.....	390,573 18
Which shows a balance in favor of contractor of.....	222,765 85
below estimated cost, instead of \$72,124.37, as reported by Severson.	
The estimated cost of the contracts in schedule is.....	\$613,339 03
The cost of the contracts per governor's answer is.....	616,752 83
Excess of actual cost over estimates is only.....	3,413 80

Contracts.	Description of contract.	Cost paid per governor's answer.	Estimated cost.
No. 27. Sept. 18, 1874, p. 6, B. P. W.; p. 340, G. A.	Lay wooden pavement on Twelfth street, northwest, between Pennsylvania avenue and E street, northwest.	\$4,542 47	\$4,542 47
No. 31. Sept. 18, 1871, p. 7, B. P. W.; p. 340, G. A.	Lay Miller wood pavement on F street, northwest, from Seventeenth street to Eighteenth street, northwest.	8,385 00	8,400 00
No. 32. Sept. 18, 1871, p. 7 B. P. W.; p. 340, G. A.	Lay Miller wood pavement on Eighteenth street, northwest, from Pennsylvania avenue to G street, northwest.	17,550 00	17,640 00
No. 214. Dec. 1, 1871, p. 22, B. P. W. p. 344, G. A.	Lay DeGolyer pavement, No. 1, on E street, northwest, from Tenth to Thirteenth street, northwest.	18,830 50	17,375 00
No. 249. Apr. 26, 1872, p. 25, B.P.W. p. 345, G. A.	Grade and lay Scharf pavement, and construct 12 inch pipe sewer, with man-holes, &c., on H street, northwest, from Thirteenth to Fourteenth street, northwest.	10,773 65	10,740 00
No. 416. July 26, 1872, p. 47, B.P.W. p. 349, G. A.	Grade, set curbs, &c., on Massachusetts avenue, from Fourteenth street, northwest, to New Jersey avenue.	137,724 48	138,115 00
No. 626. Dec. 12, 1872, p. 72, B.P.W. p. 353, G. A.	Lay Miller or DeGolyer wood pavement on Tenth street, northwest, from F to R street, northwest. Originally estimated from F to N street, northwest, at.....	82,375 95 841 986	11,080 00
	And estimate subsequently increased to embrace extension from N to R street, northwest.....	39,640	
	Making aggregate estimate....	\$1,626	
No. 627. Dec. 12, 1872, p. 72, B.P.W. p. 353, G. A.	Lay Miller or DeGolyer pavement on Eleventh street, northwest, from F to G street, northwest.	50,659 17	61,120 00

*L. S. Filbert's contracts—Continued.*

Contracts.	Description of contract.	Cost paid per govern- or's answer.	Estimated cost.
No. 628, Dec. 12, 1872, p. 72, B. P. W.; p. 353, G. A.	Lay wood pavement on N street, north- west, from Ninth to Fifteenth street, northwest. Extended to embrace side- walk and parking on N street, north- west, from Eleventh to Fourteenth street, northwest. Extended to em- brace sewerage, curbs, &c., on N street, northwest, between Fourteenth and Fifteenth streets, northwest.	\$29,583 38	\$39,615 13
No. 625, Dec. 12, 1872, p. 73, B. P. W.; p. 353, G. A.	Lay wood pavement on Louisiana ave- nue, from Ninth street, northwest, to intersection of Louisiana avenue and Pennsylvania avenue.	1,686 50	1,686 50
No. 682, May 15, 1873, p. 78, B. P. W.; p. 355, G. A.	Construct 12-inch sewer, with necessary man-holes, &c., on Vermont avenue, from M to P street, northwest. (See estimate in governor's answer, page 299, \$1,398.)	2 388 61	798 40
No. 762, July 17, 1873, p. 91, B. P. W.; p. 356, G. A.	Filbert's vulcanite, &c., on Vermont ave- nue, from M to P street, northwest.	36,652 05	26,713 96
No. 763, July 17, 1873, p. 91, B. P. W.; p. 356, G. A.	Filbert's vulcanite side-walks and wood pavements, &c., on New Hampshire avenue, from Massachusetts avenue to R street, northwest.	74,000 00	61,614 42
No. 796, July 28, 1873, pp. 96, 97, B. P. W.; p. 357, G. A.	Grade and set curb on F street, north- west, between Ninth and Fifteenth streets, northwest, and on Thirtieth street, northwest, between Pennsylva- nia avenue and F street, northwest; and construct 12-inch sewer, &c., on F street, northwest, between Tenth and Eleventh streets, northwest, &c., and Taylor and Filbert wood pavement on F street, northwest, from Ninth to Thirteenth streets, northwest, and on Thirteenth street, northwest, from Pennsylvania avenue to F street, north- west, and on Fourteenth street, north- west, from F street, northwest, to New York avenue, and Filbert's vulcanite on F street, northwest, from Thirteenth to Fifteenth streets, northwest, &c.	125,142 60	115,950 60
No. 824, Aug. 7, 1873, p. 101, B. P. W.; p. 357, G. A.	Brick footwalks on First street, north- west, from B to I street, northwest, and on north side of B street, north- west, from New Jersey avenue to First street, northwest.	2,488 27	11,612 22
No. 952, Oct. 23, 1873, p. 118, B. P. W.; p. 360, G. A.	Curbing, footwalks, and wood pave- ments on Tenth street, northwest, from E to F street, northwest. The following are extensions to con- tracts upon which payments have been credited in the above list, viz:		6,368 86
No. 626, P. 353, G. A.	Miller wood pavement on Tenth street, northwest, from N to R street, north- west.		39,640 00
No. 682, P. 355, G. A.	See estimate in governor's answer, p. 299		1,398 00
		616,752 83	613,339 03
		613,339 03	
	Excess of actual cost over estimate	3,413 80	

*Payments made by the treasurer of the board of public works on schedule of contracts submitted by B. Severson.*

Page.	Date.		Contract number.	Treasurer's payments.		Estimate of contracts.
				On contracts not given in Severson's list.	On contracts given in Severson's list.	
		<i>Report for 1872.</i>				
117	1871. Dec. 22	New York avenue, from Fifteenth to Ninth street west.	42	\$3,000 00		
125	1872. Feb. 9	E street north, from Tenth to Thirteenth street west.	214		\$10,000 00	
123	April 25	E street north, from Ninth to Twelfth street west.	214		2,000 00	
123	April 25	Seventh street north, from Pennsylvania avenue to canal.	214		5,000 00	
135	May 10	E street north, from Tenth to Thirteenth street.	214		837 50	
136	May 16	Seventh street west, from Pennsylvania avenue to canal.	214		993 00	
138	May 28	New York avenue, from Ninth to Fifteenth street west.	42	12,000 00		
135	May 7	New York avenue, from Thirteenth to Fifteenth street west.	42	6,599 10		
138	May 22	New York avenue, from Ninth to Fifteenth street west.	42	6,306 40		
139	June 3	do	42	12,000 00		
141	June 12	New York avenue, from Ninth to Eighteenth street west.	42	20,000 00		
143	June 24	Ninth street west, from Pennsylvania avenue to B street north.	214		10,421 00	
144	June 28	Brick, New York avenue, between Ninth and Fifteenth streets west.	42	100 00		
146	July 8	H street north and New York avenue.	249		76 00	
144	June 28	New York avenue, from Ninth to Fifteenth street west.	42	10,000 00		
150	Aug. 8	do	42	13,000 00		
159	Oct. 15	Massachusetts avenue, from Ninth to Fourteenth street west.	416		2,000 00	
161	Oct. 19	Massachusetts avenue, from Ninth to Eleventh street west.	416		1,500 00	
		<i>Report for 1873.</i>				
118	Nov. 18	Massachusetts avenue, from Ninth to Fourteenth street west.	416		2,988 22	
122	Dec. 14	Tenth street, from F to N street west.	626		3,000 00	
127	1873. Jan. 25	do	626		18,000 00	
133	Mar. 19	Eleventh street, from F to O street west.	627		9,000 00	
		H street, from Thirteenth to Fourteenth street west.	649		377 34	
		New York avenue, from Ninth to Fifteenth street west.	42	2,871 51		
		do	42	274 97		
	1872.	H street, between Thirteenth and Fourteenth streets, northwest.	249		2,554 02	
134	Mar. 20	Square 218		149 60		
		N street, between Tenth and Fourteenth streets, northwest.	628		5,000 00	
135	Mar. 20	Massachusetts avenue, between New Jersey avenue and Fourteenth street, northwest.	416		58,079 78	
		Louisiana avenue, between Ninth street and Pennsylvania avenue, northwest.	635		4,686 50	
		Seventh and Ninth streets, northwest.	214		362 10	
144	April 8	Alley in square 250		902 40		
150	Aug. 13	Certificate of indebtedness No. 2434		400 00		
		Massachusetts avenue, between New Jersey avenue and Fourteenth street, northwest.	416		5,000 00	
151	Aug. 13	Certificates of indebtedness, various numbers.		3,500 00		
152	Aug. 19	Vermont avenue, between M and P streets, northwest.	682		839 77	
153	Aug. 19	Certificate of indebtedness No. 3159		100 00		



*Payments made by the treasurer of the board of public works on schedule of contracts submitted by B. Severson—Continued.*

Page.	Date.		Contract number.	Treasurer's payments.		Estimate of contracts.	
				On contracts not given in Severson's list.	On contracts given in Severson's list.		
		Report for 1873—Continued.					
155	1872. Aug. 19	Eleventh street, between F and O streets .	627		\$5,000 00		
		do do Massachusetts avenue, between Ninth and Twelfth streets.	627 416		5,000 00 453 31		
156	Aug. 21	Eleventh street, between F and O streets .	627		5,000 00		
		do do Massachusetts avenue, between Ninth and Fourteenth streets, set curb.	627 416		5,000 00 5,000 00		
158	Oct. 2	Auditor's certificates, various numbers .		\$800 00			
		do do Massachusetts avenue, between Ninth and Twelfth streets.		1,000 00			
			416		731 77		
159	Oct. 2	New Hampshire avenue, between K street and P-street circle.	763		10,000 00		
		do do do	763		10,000 00		
		do do do	763		7,000 00		
		do do do	763		5,000 00		
	1873.						
		F street, between Ninth and Fifteenth streets, northwest.	796		1,000 00		
160	Oct. 2	New Hampshire avenue, between K street and P-street circle.	763		4,000 00		
		Massachusetts avenue, between Ninth and Fourteenth streets, northwest.	416		3,000 00		
		F street, between Ninth and Fifteenth streets, northwest.	796		10,000 00		
163	Oct. 2	Auditor's certificate No. 2436		500 00			
165	Oct. 2	Auditor's certificate, various numbers .		300 00			
		do do Massachusetts avenue, between Twelfth and Fourteenth streets, northwest.		4,000 00			
			416		1,000 00		
166	Oct. 2	do do do	416		1,000 00		
		do do do	416		1,000 00		
		do do do	416		1,000 00		
		Auditor's certificates, various numbers .		900 00			
166	Oct. 21	N street, between Tenth and Fourteenth streets, northwest.	628		5,000 00		
167	Oct. 22	N street, between Fourteenth and Sixteenth streets, northwest.	628		18,000 00		
		Vermont avenue, between M and P streets, northwest.	762		32,072 00		
		N street, between Tenth and Fourteenth streets, northwest.	628		2,876 03		
		Sewer on Vermont avenue, from Fourteenth street to P-street circle.	682		1,440 96		
		Eleventh street, between F and O streets, northwest.	627		12,659 17		
		Eleventh street, between N street and Rhode Island avenue.	627		13,000 00		
168	Oct. 27	F street, from Ninth to Tenth street .	796		5,000 00		
170	Oct. 27	Auditor's certificates, various numbers .		6,500 00			
		F street, from Ninth to Fifteenth street, northwest.	796		2,000 00		
171		do do do	796		2,124 71		
		do do do	796		7,000 00		
172	Oct. 28	N street north .	628		5,000 00		
173	Oct. 28	F street, between Ninth and Fifteenth streets, northwest.	796		500 00		
176	Oct. 28	do do do	796		3,000 00		
176	Oct. 30	As per schedule .		200 00			
		F street, between Ninth and Fifteenth street, northwest.	796		40,000 00		
177	Oct. 31	New Hampshire avenue, between K street and P-street circle.	763		5,000 00		
		F street, between Ninth and Fifteenth streets, northwest.	796		13,000 00		
				105,403 98	390,573 18	\$613,339 03	

*Payments made by the treasurer of the board of public works on schedule of contracts submitted by B. Severson—Continued.*

Page.	Date.	Contract number.	Treasurer's payments.		Estimated cost of contracts.
			On contracts not given in Severson's list.	On contracts given in Severson's list.	
122	1872. Jan. 19	New York avenue, from Ninth street to Fifteenth street.	\$5,000 00		
		Payments on contracts not given .....	110,403 98		
		Payments on contracts given .....	300,553 18		
		Total payments per Severson's report .....	500,957 16		\$390,573 18
		Balance in favor of contractor over estimated cost.			222,765 85

## JOHN O. EVANS'S CONTRACTS.

Estimated cost per Severson's report .....	\$821,989 81
Should be added thereto extensions to contracts Nos. 36 and 794, which he reports, but does not give the estimated cost of .....	60,557 28
And a typographical error in contract No. 694, (see governor's answer, page 300) .....	100,000 00
Total estimated cost .....	994,547 12
Claimed by Severson's report to have been paid by the treasurer on the above contracts .....	8863,716 55
Add error in Severson's addition .....	8 00
	863,724 55
Deduct as not applicable to the contracts enumerated in his schedule .....	41,950 10
Payments applicable to contracts .....	821,774 45
Which shows a balance in favor of contractor of .....	172,772 67
below estimated cost, instead of an overpayment of \$38,726.71, making an error in his statement of \$211,499.38.	
The estimated cost of contracts in schedule is .....	994,547 12
The actual cost of the contracts per governor's answer is .....	932,795 28
Excess of estimate over cost .....	61,811 84

Contracts.	Description of contracts.	Cost paid per governor's answer.	Estimated cost.
No. 36. Sept. 18, 1871, p. 6; p. 340, G. A.	Scharf pavement on Seventeenth street, from Pennsylvania avenue to G street north. Extended to embrace paving Seventeenth street, from G street to New York avenue, also from Pennsylvania avenue to H street, \$21,000. Further extended to embrace carriage-way, grading, sidewalk, and parking Seventeenth street, between H and I streets north, \$11,557.28.	\$86,628 19	\$23,113 00
No. 41. Sept. 18, 1871, p. 8; p. 341, G. A.	Scharf pavement on Pennsylvania avenue, from Fifteenth street to Madison Place. Extended to embrace paving Pennsylvania avenue, from Madison Place to Eighteenth street, northwest, \$12,800.	44,454 40	15,700 00

Contract.	Description of contract.	Cost paid, per govern- or's answer.	Estimated cost.
No. 246. April 24, 1872, p. 25; p. 345. G. A.	Repair pavement of road-bed on Fifteenth street, northwest, from New-York avenue to Pennsylvania avenue.	\$4,444 50	\$4,973 00
No. 293. May 10, 1872, p. 31; p. 346. G. A.	Ballard or Stowe pavement on Pennsylvania avenue, from Eighteenth street, west of circle at intersection of Twenty-third street west, and around the circle; Pennsylvania avenue to Aqueduct bridge, over Rock Creek; from Aqueduct bridge, along Aqueduct street to Bridge street, and along Bridge street to Market street, Georgetown.	174,140 05	161,563 00
	Amended to embrace planking of Bridge street, opposite market-house.		
No. 506. Sept. 7, 1872, pp. 57, 58; p. 350, G. A.	Lay Scharf pavement on carriage-way of Eighteenth street west, from Pennsylvania avenue to K street, northwest; Miller or Stowe wood pavement on Twentieth and Twenty-first streets west, from Pennsylvania avenue to K street, northwest; and construct sewer-laterals and water-services on Twentieth and Twenty-first streets.	36,397 28	37,676 40
	Amended to embrace setting curbs, on Twentieth and Twenty-first streets, from Pennsylvania avenue to K street, and 12-inch and 15-inch pipe-sewers, man-holes, traps, &c.		
No. 511. Sept. 12, 1872, p. 58; p. 351, G. A.	Lay Stowe, Miller, or Ballard wood pavement on Seventh street west, from B street north to B street south; same on East Capitol street, from First to Eleventh street east; same on E and F streets, northwest, from Second street west, to Fourth street southwest.	136,755 40	134,335 00
	Amended to setting curb on Seventh street west, from B north to B south.		
No. 555. Oct. 4, 1872, p. 63; p. 352, G. A.	Lay Stowe pavement on High street, Georgetown, from Second street to Bridge street.	14,063 00	7,998 00
No. 620. Nov. 6, 1872, p. 71; p. 353, G. A.	Lay Miller or Peyton wood pavement on Thirteenth street west, from Pennsylvania avenue to B street north.	17,835 32	17,883 28
No. 621. Dec. 6, 1872, p. 71; p. 353, G. A.	Lay Scharf pavement on carriage-way and sidewalks of P street north, from Twenty-second street, northwest, to P-street bridge; and on West street, Georgetown, 340 feet west of P-street bridge, over Rock Creek.	9,584 26	9 495 60
No. 622. Dec. 6, 1872, p. 71; p. 353, G. A.	Lay Stowe or Miller wood pavement on First street, Georgetown, from High to Fayette street.	20,420 55	20 420 55
No. 650. Feb. 3, 1872, p. 75; p. 354, G. A.	Furnish all material, and to cut, joint, &c., flag-stones in laying side-walks at P-street circle, Farragut Square, and Sixteenth-street circle; to grade side-walks and set flag-stones at same.	43,592 97	96,190 08
No. 694. May 22, 1873, p. 80; p. 355, G. A.	Set curb-stones and lay Belgian trap-rock pavement on B-street north, from Twelfth to Seventeenth street west; on Twelfth street west, from B street north to B street south; on Fourteenth street west, from B street north to B street south; on Seventh street west, from B street north to B street south; and lay and park on Seventh street west, from B street north to B street south; on Twelfth and Fourteenth streets west, from B street north to B street south; and on B street north, from Twelfth to Seventeenth street west.	241,856 59	147,801 11
	(Error: Estimate should be \$247,801.11. See page 355, Governor's answer.)		
No. 707. June 4, 1873, .82; p. 355, G. A.	Set curb-stones and lay flag-footways around Union reservation west of P-street circle.	11,780 42	19,254 00



Contracts.	Description of contracts.	Cost paid per govern- or's answer.	Estimated cost.
No. 709. June 5, 1873, p. 82; p. 355, G. A.	Lay Scharf concrete pavement on carriage-way of Massachusetts avenue; also on Rhode Island avenue; also around circle at intersection of Massachusetts and Rhode Island avenues and Sixteenth street, northwest, and around the reservation on east side of said circle, including intersection of N street, Massachusetts and Rhode Island avenues, &c., and grading and parking, &c.	\$53,897 24	\$64,674 27
No. 753. July 12, 1873, p. 895; p. 356, G. A.	Lay Scharf asphalt pavement on carriage-way of I street, northwest, from Tenth to Eleventh street, northwest.	.....	3,980 80
No. 793. July 25, 1873, p. 96; p. 357, G. A.	Lay flag-footways around and through Mount Vernon Place. Amended to embrace laying flag-footways around the Patent-Office and Post-Office, on F and Seventh streets, northwest. Canceled so far as relates to work around Patent-Office and Post-Office. (See contract No. 181.)	29,665 20	31,222 00
No. 794. July 25, 1873, p. 96; p. 357, G. A.	Excavation in changing grade of Pennsylvania avenue, from Seventeenth to Eighteenth street west.	7,219 91	665 55
No. 916. Sept. 26, 1873, p. 115; p. 359, G. A.	Lay Evans concrete pavement on carriage-way of B street, northeast, from First to Second street, northeast.	.....	8,256 00
P. 300, G. A. ....	Add error in estimate of contract No. 694	932,735 28	824,989 84
P. 243, G. A. ....	Add extensions to con. No. 36 \$21,000 00	} .....	100,000 00
P. 243, G. A. ....	Add extensions to con. No. 36. 41,557 28		69,557 28
P. 313, G. A. ....	Add extensions to con. No. 794 7,000 00		
Excess of estimates over cost .....			994,547 12
			932,735 28
			61,811 84

*Payments made by the treasurer of the board of public works on schedule of contracts submitted by B. Severson.*

Page, (report of 1872.)	Date.	Contracts.	Contract-number.	Treasurer's payments.		Estimate of contracts.
				On contracts not given in Severson's list.	On contracts given in Severson's list.	
114	1871. Dec. 5	Pennsylvania avenue, between Fifth and Seventeenth street west.	41	.....	\$10,000 00	.....
119	1872. Jan. 3	Seventeenth street, from New York avenue to Pennsylvania avenue.	36	.....	10,000 00	.....
123	Jan. 23	Pennsylvania avenue, from Fifteenth to Seventeenth street north.	41	.....	10,000 00	.....
132	Jan. 23	Pennsylvania avenue, from Fifteenth to Eighteenth street west.	41	.....	10,000 00	.....
132	April 16	Pennsylvania avenue, from Fifteenth to Eighteenth street west.	41	.....	7,000 00	.....
133	April 25	Seventeenth street, northwest.	36	.....	5,000 00	.....
134	May 2	Pennsylvania avenue, from Fifteenth to Eighteenth street west.	41	.....	5,000 00	.....
135	May 8	Fifteenth street west, from Pennsylvania avenue to New York avenue.	246	.....	4,000 00	.....
136	May 11	Seventeenth street west, from New York avenue to T street.	36	.....	5,000 00	.....
137	May 22	Pennsylvania avenue, from Fifteenth to Eighteenth street north.	41	.....	2,000 00	.....
		Seventeenth street west, from New York avenue to T street north.	36	.....	8,000 00	.....
142	June 18	Seventeenth street west, from New York avenue to I street.	36	.....	5,000 00	.....

*Payments made by the treasurer of the board of public works, &c.—Continued.*

Page.	Date.	Contracts.	Contract number.	Treasurer's payments.		Estimate of contracts.
				On contracts not given in Sever-son's list.	On contracts given in Sever-son's list.	
142	1873. June 18	Pennsylvania avenue, from Fifteenth to Eighteenth street west.	41	.....	2454 40	.....
		Fifteenth street west, from Pennsylvania avenue to New York avenue.	246	.....	444 50	.....
147	July 16	Pennsylvania avenue, from Eighteenth street to Rock Creek.	293	.....	18,000 00	.....
149	July 23	Pennsylvania avenue, from Eighteenth street to Rock Creek.	293	.....	20,000 00	.....
149	July 25	Pennsylvania avenue, from Eighteenth street to Rock Creek.	293	.....	20,000 00	.....
149	Aug. 3	Pennsylvania avenue, from Eighteenth street to Rock Creek.	293	.....	25,000 00	.....
150	Aug. 6	Pennsylvania avenue, from Eighteenth street to Rock Creek.	293	.....	20,000 00	.....
154	Aug. 22	Pennsylvania avenue, from Eighteenth street to Rock Creek.	293	.....	15,000 00	.....
		Eighteenth street west, from Pennsylvania avenue to K street.	506	.....	5,000 00	.....
156	Sept. 7	Pennsylvania avenue, from Eighteenth street to Rock Creek.	293	.....	3,000 00	.....
157	Oct. 2	East Capitol street, from First street east to Lincoln Square.	511	.....	35,000 00	.....
122	1873. Jan. 13	East Capitol street, between First street east and Lincoln Square.	511	.....	10,000 00	.....
		Seventh street, between B street north and B street south.	511	.....	378 13	.....
		E street, between Second and Fourth streets, northwest.	511	.....	156 33	.....
		F street, between Second and Fourth streets, northwest.	511	.....	2,644 00	.....
		P street, between Twenty-second and Rock Creek, northwest.	621	.....	3,879 36	.....
		Twenty-first street, between Pennsylvania avenue and K street, northwest.	506	.....	462 69	.....
		Bridge street, Georgetown, between High and M-street bridge.	293	.....	13,535 83	.....
123	Jan. 13	First street, Georgetown, between High and Fayette streets.	622	.....	20,420 55	.....
124	Jan. 15	Eighteenth street, between Pennsylvania avenue and K street, northwest.	506	.....	4,448 00	.....
		E street, between Second and Fourth streets, northwest.	511	.....	2,213 50	.....
126	Jan. 1	Stone flagging.....	.....	810,000 00	.....	.....
		Stone flagging.....	.....	8,169 20	.....	.....
		Stone flagging, West street, Georgetown.....	.....	5,705 00	.....	.....
129	Feb. 11	Twentieth street, between Pennsylvania avenue and K street, northwest.	506	.....	8,182 72	.....
130	Feb. 17	High and Bridge streets, Georgetown.....	.....	1,873 07	.....	.....
		High and Aqueduct streets, Georgetown.....	.....	5,627 52	.....	.....
		Twenty-first street, between Pennsylvania avenue and K streets, northwest.	506	.....	4,800 83	.....
133	Mar. 19	P-street circle and Farragut Square.....	650	.....	9,900 00	.....
		P-street vouchers for deduction on property, from voucher 3770.	.....	303 00	.....	.....
		Twentieth street, between I and K, northwest.	506	.....	139 84	.....
		Twentieth street, between Pennsylvania avenue and K street.	506	.....	2,498 64	.....
		For drops.....	.....	71 25	.....	.....
		Flagging for board.....	.....	5,336 65	.....	.....
		Bridge street, Georgetown.....	293	.....	6,232 22	.....
		Pennsylvania avenue, opposite Government reservation.	.....	1,062 66	.....	.....
		E street, between Thirteenth-and-a-half street and Pennsylvania avenue, northwest.	.....	3,801 75	.....	.....
		Seventh street, between B street north and B street south.	511	.....	15,625 00	.....
137	Mar. 22	East Capitol street, between First street east and Lincoln Square.	511	.....	35,000 00	.....
145	Mar. 19	Seventh street, between B street north and B street south.	511	.....	267 34	.....

*Payments made by the treasurer of the board of public works, &c.—Continued.*

Page.	Date.	Contracts.	Contract number.	Treasurer's payments.		Estimate of contracts.
				On contracts not given in Severson's list.	On contracts given in Severson's list.	
	1873.					
154	Mar. 14	Twentieth street, between Pennsylvania avenue and K street northwest.	506		\$96 40	
155	Aug. 21	Seventeenth street, between B street and New York avenue.	36		9,000 00	
		Seventeenth street, between B street and New York avenue.	36		10,000 00	
156	Aug. 21	Flagging for board of public works.	36		9,000 00	
157	Aug. 21	Twelfth street, between B street north and B street south.	694		20,000 00	
		B street, between Twelfth and Fourteenth streets, northwest.	694		8,000 00	
		Fourteenth street, between B street north and B street south.	694		1,000 00	
		Twelfth street, between B street north and B street south.	694		9,000 00	
		Farragut Square, P-street circle, and Scott Circle.	650		27,000 00	
		Work per schedule	650 694 511 511		45,000 00	
		Seventh street, between B street north and B street south.	694		7,000 00	
		Fourteenth street, between B street north and B street south.	694		7,000 00	
		Fourteenth street, between B street north and B street south.	694		15,000 00	
161	Oct. 6	B street, between Twelfth and Seventeenth streets, northwest.	694		20,000 00	
162	Aug. 13	B street, between Twelfth and Seventeenth streets, northwest.	694		15,000 00	
		Reservation west of P-street circle	707		8,000 00	
		do	707		8,000 00	
		Farragut Square	650		5,000 00	
163	Oct. 15	B street, between Twelfth and Seventeenth streets, northwest.	694		25,000 00	
		Twelfth street, across the mall	694		10,000 00	
		Seventeenth street, between B street and New York avenue.	36		5,000 00	
169	Oct. 27	B street, from Twelfth to Seventeenth street, northwest.	694		20,000 00	
		Seventeenth street, from New York avenue to B street south.	36		16,000 00	
		Mount Vernon Square	793		20,000 00	
170	Oct. 27	E street, between Second and Fourth streets, northwest.	511		5,000 00	
		F street, between Second and Fourth streets, northwest.	511		5,000 00	
		Seventh street, between B street north and B street south.	511		10,000 00	
		Bridge street, Georgetown	293		20,000 00	
		Eighteenth street, between Pennsylvania avenue and K street, northwest.	506		5,000 00	
		Thirteenth street, from Pennsylvania avenue to B street, northwest.	629		1,084 98	
		Pennsylvania avenue, from Fifteenth street to Rock Creek.	293		13,372 00	
		High street, Georgetown	555		14,063 00	
		East Capitol street, from First to Eleventh street east.	511		13,100 00	
		Thirteenth street, from Pennsylvania avenue to B street north.	629		17,835 22	
172	Oct. 28	P-street circle	670		14,000 00	
		Payments on contracts not given		\$41,950 40	\$21,754 45	\$994,547 12
		Payments on contracts given		\$21,754 45		
		Amount reported by B. Severson		\$63,724 55		\$21,774 45
		Balance in favor of contractor over estimated cost.				172,772 67



## ABBOTT PAVING COMPANY.

Estimated cost per Severson's report .....	\$40,299 20
Paid per Severson's report .....	\$225,332 62
Deduct as not applicable to cost .....	186,737 07
	<u>38,595 55</u>
Balance in favor of contractor of .....	1,703 65
instead of an overpayment of \$185,023.42 as stated by Severson.	
Estimated cost of contract .....	40,299 20
Actual cost per governor's answer .....	50,222 93
Excess of cost over estimate of .....	9,923 73

## ABBOTT PAVEMENT COMPANY.

Page 56, report 1873, contract No. 488.

Cost .....	\$50,222 93
Estimate .....	40,299 20
Payments on contracts specified .....	38,595 55
Payments on contracts not specified .....	186,737 07

## RECAPITULATION.

Payments not on contracts specified .....	186,737 07
Payments on contracts specified .....	38,595 55
Total .....	225,332 62
Reported by Severson .....	225,332 6.

## ANDREW GLEASON.

Estimated cost per Severson's report .....	194,047 71
Add extension of contract No. 722 .....	1,950 00

Total .....	195,997 71
Deduct contracts Nos. 819 and 940 upon which no work was done or payments made .....	9,338 99

Claimed by Severson to have been paid on above contracts. 120,449 36	
Deduct as not applicable to contracts enumerated by him... 21,412 79	
	<u>99,036 57</u>

Which leaves a balance in favor of contractor of .....	87,622 15
below the estimated cost, instead of \$74,598.35, as stated by Severson.	
The estimated cost of contracts per schedule .....	186,658 72
The actual cost per governor's answer is .....	182,838 56
Showing the cost to be less than estimated .....	3,820 16

## ANDREW GLEASON.

Report and page.	Number of contract.	Cost.	Estimate.	Payments.	Remarks.
Report 1873, page 5 .....	18	\$18,732 89	\$17,269 60	\$13,367 80	
19 .....	179	4,073 31	3,419 12	4,350 55	
29 .....	279	90,564 91	83,000 00	66,318 22	
81 .....	760	61,405 45	79,873 60	15,000 00	
84 .....	*722	5,062 00	1,196 40		
100 .....	819		7,938 99		
117 .....	940		1,350 00		
Add extension of contract No. 722 .....		182,838 56	194,047 71	99,036 57	21,412 71*
			1,950 00		
			195,997 71		
Deduct the following contracts:					
No. 819 .....		7,938 99			
No. 940 .....		1,350 00	9,338 99		
			186,658 72		

\*722. Extension. 1,950 00.

## J. V. W. VANDERBURGH.

Estimate of cost per Severson's report.....	\$540,730 20
Paid per Severson's report on contracts.....	\$432,294 97
Deduct error in addition.....	304 50

	431,990 73
Deduct as not applicable to contracts enumerated in schedule.....	216,969 73
	118,020 44

Showing balance in favor of contractor of ..... 425,709 76  
 below estimated cost, instead of \$108,435.23, as reported by Severson.

This large excess of estimates over cost is accounted for by mixing the Abbott Paying Company's contracts with Vanderburgh's.	
The estimated cost of contracts per schedule.....	\$540,730 28
The actual cost, per governor's answer.....	474,890 92

The excess of estimates over actual cost is..... 65,839 36

## J. V. W. VANDERBURGH.

Report and page.	No. contract.	Cost.	Estimate.	Payment on contracts specified.	Payments not on contracts specified.
Report, 1873, page 20	195	\$563 32	\$581 22	\$337 37	
	190	3,363 56	2,032 41	3,468 56	
24	233	107,600 13	97,737 25	5,000 00	J. P. Crawford & Co.
	233	9,052 56	5,475 80	8,252 56	
26	251	60,510 75	54,591 20		J. P. Crawford & Co.
	252	11,838 58	11,838 58		Do.
29	284	382 07	252 50	277 40	
44-45	400	63,420 83	71,452 06	53,312 26	
57	497	632 13	632 13	662 13	
	499	22,694 03	29,000 00	33,694 03	\$3,866.12 is outside contract.
65	567	1,619 80	7,262 42	5,570 90	
69	603	7,567 37	1,000 00		Crawford's estimate was \$7,000.
70	613	13,139 68	7,750 35	119 00	
71	617	31,303 31	21,782 54	24,548 29	
80	692	48,983 99	35,431 00	28,931 00	Amended to include work from D to E and G to N. on Seventh street.
97	798	16,510 54	26,827 66		
98	805	5,504 00	7,156 50	5,504 00	
100	812		6,000 00		
101	825	764 80	950 00		
105-6	847	13,484 80	17,385 95	8,950 00	
109	866	6,893 00	7,688 00	6,893 00	Includes laying concrete pavement.
110	870	2,855 60	1,440 00	1,500 00	
	871	9,623 75	51,538 20		
114	906	26,242 56	46,242 56	26,242 53	
115	909		925 13	1,757 71	
116	922	10,341 76	20,364 88		
	923		7,392 00		
		474,890 92	540,730 28	215,020 74	
Amount not under contract specified .....				216,969 73	
				431,990 47	
Amount reported by Severson .....				432,294 97	Error in footing.

## TEEMYER &amp; CO.

Report and page.	Estimate.	Payments.	Remarks.
Report 1872, page 119		\$1,675 00	
124		1,009 60	
129 Canal		18,000 00	
129 do		26,922 26	
129 do		15,372 68	
129 do		18,082 00	
135 Bridge at F street		500 00	
Report, 1873, page 133 James Creek Canal		5,000 00	
133 Bridge across James Creek Canal		12,232 22	Should be \$12,327.34. See p. 133 of 1873.
133 Pennsylvania avenue opposite Government reservation.		1,062 66	Error; should be John O. Evans.
		99,856 92	Error in addition; should be \$99,856.42.

Note by Mr. Severson: "The foregoing is not complete, as the board have failed to report some of their largest transactions with Teemyer & Co., especially for work on the canal."

*Total amount of payments to Teemyer & Co.*

1871. 1046, piles, &c., for M-street bridge	\$1,675 50
1872. 295, work on M-street bridge	1,009 60
902, 912 to 914, work on Washington Canal	78,377 64
1426, bridge at N street, crossing James Creek Canal	5,000 00
1873. 752, bridge at N street, crossing James Creek Canal	12,327 34
1194, work on James Creek Canal	5,000 00
1874. 59, work on bridge at C street	1,177 61
	104,567 69

The amount of \$104,567.69 covers the entire transactions with Teemeyer & Co.

J. C. LAY,  
Auditor Board of Public Works.

## ALBERT GLEASON.

Estimated cost per Severson's report	\$441,213 26
Add error in addition	\$1,000 00
Add extension of contract No. 553	4,048 00
Add estimate for contract No. 953	2,660 00
	7,708 00
	448,921 26
Deduct amount of contracts Nos. 183, 186, 215, 598, 666, 671, 792, 854, 861, being estimates for contracts on which no work was done or payments made	143,067 05
	305,854 21
Claimed by Severson's report to have been paid on the above contracts	\$439,348 81
Deduct error	70
	439,348 10
Deduct payments not applicable to contracts enumerated by Severson	197,268 73
	242,079 37
Which shows a balance of	63,774 84
in favor of the contractor below the estimated cost, instead of \$1,864.45, as reported by Severson.	
Estimated cost of contracts per schedule	305,854 21
Cost of contracts per governor's answer	297,361 31
Excess of estimate over actual cost	8,492 90



Report and page.	No. of contract.	Cost.	Estimate.	Payments.	
Report 1873, p. 3	2	\$1,701 25	\$1,701 45	\$201 65	Page 112 of 1872, as A. G., for \$1,500, is applicable to this contract.
3...	3	769 53	565 10	753 98	
17...	160	7,356 82	5,630 90	4,856 03	Page 112 of 1872, as A. G., for \$2,500, is applicable to this contract.
19...	183		3,348 20		No work done.
19...	186		5,910 40		Do.
22...	214	9,365 82	8,679 00	8,407 62	
22...	215		500 00		No work done.
24...	238	5,063 37	5,053 37	2,841 60	
33...	308	37,070 76	37,070 24	25,948 83	
37...	342	7,922 46	5,642 10	6,500 72	
40...	367	7,923 58	7,262 42	5,000 00	
62...	541	5,171 03	2,700 00	3,413 89	
63...	553	21,838 80	15,000 00	17,090 35	Mr. Severson omits canceled, so far as relates to cobble-stone pavement on High street.
	553				Extension, \$4,048.
66...	572	23,674 48	37,357 64	20,294 04	
68...	598		2,600 00		No work done.
70...	610	4,451 60	4,500 00	4,451 60	
72...	629	30,786 31	29,861 44	25,502 39	
75...	646				Canceled.
77...	666		11,261 76		Work not done; paid for its conservation of other streets.
77...	671		338 55		Work done by other parties.
77...	673	4,000 00	4,458 49	4,000 00	
82...	703	7,253 00	14,150 36	7,253 00	Portion of work done by other parties.
82...	708	2,948 00	17,132 58	1,325 00	Work suspended.
83...	711				
86...	740	117,770 36	102,381 12	162,037 00	
96...	792		1,533 84		No work done.
107...	854		86,902 20		Work suspended.
109...	861		672 10		
118...	953	2,294 93		2,223 08	
		297,361 31	442,213 26	242,080 78	
Amount not under contract specified				197,268 73	
Add extension of contract 553			4,048 00	439,349 51	
Add estimate of contract 953			2,660 00		
			448,921 26		
Deduct the following contracts:	183	3,348 20			Albert Gleason has thirty-five contracts, and only twenty-nine are reported by Severson.
	186	5,910 40			
	215	500 00			
	598	2,600 00			
	666	41,261 76			
	671	338 55			
	792	1,533 84			
	854	86,902 20			
	861	672 10			
			143,067 05		
			305,854 21		

\* This estimate not in governor's answer.

A. I will state that in Mr. Severson's estimates there he puts in the contracts which I had under a commission appointed by act of Congress, and which were afterward paid by the board of public works, but no contracts awarded by the board of public works. That payment on those contracts by the board I think amounted to some \$95,000 or \$96,000. That is for the M-street work, and is not given in the list of contracts of the board of public works and does not really come under the board of public works. There is a clear error in his statement of \$154,000.

By Mr. WILSON :

Q. Is that the fault of Mr. Severson or is it the fault of the manner in which these matters are presented to the public in the books of the board of public works?—A. Mr. Severson undertakes to give the contracts and these payments, state what contracts they are on and what streets, which if he had compared he would have seen the payments did not apply to the contracts which he gave.

By Mr. MATTINGLY :

Q. He charges you in that statement relative to your contracts, with the payments received for M street, and does not credit you with the amount of the contract?—A. No, sir.

By Mr. MERRICK :

Q. Did you or not receive those sums of money upon contracts from some source or other?—A. I received the amounts of money as stated here.

Q. The only point of difference is as to the sources of the contracts and the sources of payment, not the amounts.—A. But when he makes a charge of overpayments, he should certainly give the contract as well, and not make a false statement here.

Q. You did receive all the sums he assigned to you as having been received?—A. I have enumerated them all in these statements I have furnished to the committee.

By Mr. MATTINGLY :

Q. Just state to the committee generally as to the extent of the errors ; whether you find errors all through it.—A. They are all through them, varying from \$50,000 to \$100,000 in each statement, and more.

Q. And find errors in addition?—A. Yes, sir ; in addition in various places ; additions in these columns ; and then there is one error of \$100,000, which he really is not responsible for. It is a typographical error in the contract as reported in the report of 1873. It is a contract of \$147,000 there, which should have been \$247,000, which the estimate opposite will show. For that no blame is to be attributed to him. I find in every one of his statements the same discrepancies. They will appear from the statements I have already submitted to the committee.

By Mr. MERRICK :

Q. Do I understand you to say that the data he gives appear anywhere in the published reports of the board of public works?—A. O, yes, sir ; they all appear there. He takes his statements from there.

Q. His statements are all taken from the statements in the report of the board of public works?—A. Yes, sir.

Q. Has he stated anything in his papers that do not appear at some place in the report of the board of public works?—A. I think not.

By Mr. WILSON :

Q. Has he omitted anything from his statements that does appear from the report of the board of public works?—A. He misrepresents by making payments on contracts which he does not give.

Q. Has he omitted from his statement anything that does appear on the face of the reports of the board of public works?—A. No, sir ; I think not.

Q. Then, if there is any error there it is not his fault, but the fault of the party who made up these reports?—A. It is his fault by making a misrepresentation here at the close of his tabular statement for the pur-

pose of endeavoring to show that these contractors have received more than the estimated costs.

Q. Does it not so appear from the face of the reports?—A. It does not.

Q. Have you pointed out in your statement where, in the report, those things can be found which he has omitted to state in his statement?—A. Yes, sir; I have pointed out everything.

Q. You say that there are things appearing on the face of the report that he does not take cognizance of in making up his statement?—A. Yes, sir.

By Mr. MATTINGLY:

Q. Are all of Mr. Severson's errors on one side?—A. Yes, sir. I have not seen anything that is not.

WITNESS. In this matter of the M-street bridge, also, I desire to put in a statement. He says, on page 69 of the record, "Page 14, January 25, construct an iron truss-bridge over Rock Creek, on the line of M street, northwest, between Washington and Georgetown, estimated cost, \$15,598.52." Then he gives the payments by the treasurer, and he says "cut turning," ending with contract price. In that he has left out all the various payments made on that bridge for other purposes, and taking simply the contract for iron-work, and given that and not the other expenses attending the construction of that bridge.

The following is the statement that I desire to submit in regard to the M-street bridge:

*M-street bridge.*

Voucher.	To whom.	For what purpose.	Amount.
1871.			
447.	C. S. English .....	Material .....	\$298 63
529	B. Goodrick .....	Sand .....	66 66
551	Potomac Mills .....	Cement .....	350 00
597	F. Schuman .....	Engineer expenses .....	100 00
780	Fowler & Yarwood .....	Stone .....	700 00
805	Wheatley Brothers .....	Lumber .....	79 81
1046	J. H. Teenyer & Co. ....	Driving piles .....	1, 675 50
1872.			
58	..... wler & Yarwood .....	Use of scow .....	75 00
62	Wheatley Brothers .....	Lumber .....	25 00
72	C. S. English .....	do .....	169 66
151	Potomac Mills .....	Cement .....	350 00
246	Fowler & Yarwood .....	Stone .....	1, 050 00
254	B. Goodrick .....	Sand .....	66 66
295	J. H. Teenyer & Co. ....	Work .....	1, 009 60
365	Kel gg Bridge Company .....	Iron superstructure .....	10, 000 00
554	Wh atley Brothers .....	Lumber .....	17 46
647	Pay-rolls .....	Labor .....	528 88
691	do .....	do .....	1, 106 70
739	do .....	do .....	803 75
775	do .....	do .....	500 82
784	do .....	do .....	86 12
811	do .....	do .....	1, 204 13
837	do .....	do .....	1, 699 45
864	do .....	do .....	403 18
891	do .....	do .....	1, 493 62
945	do .....	do .....	1, 192 50
1011	A. P. Brown .....	Cement .....	250 00
1013	do .....	do .....	250 00
1017	Potomac Mills .....	do .....	350 00
1039	B. Goodrick .....	Sand .....	66 66
1130	Fowler & Yarwood .....	Stone .....	1, 402 25
1169	Pay-rolls .....	Labor .....	1, 308 75
1191	do .....	do .....	1, 926 25
1357	J. O. Evans & Co. ....	Cement .....	428 50
1407	E. Goodrick .....	Sand .....	66 00



*M-street bridge—Continued.*

Voucher.	To whom.	For what purpose.	Amount.
1873.			
1411	Fowler & Yarwood	Stone	\$1,400 00
1436	Potomac Mills	Cement	700 00
1574	Pay-rolls	Labor	2,317 55
1612	do	do	3,136 34
1654	B. Goodrick	Sand	66 66
1775	William McCutchen	Tools	103 00
1843	Fowler & Yarwood	Stone	1,100 00
1850	Potomac Mills	Cement	887 50
1869	Kellogg Bridge Company	Freight	213 40
1931	Potomac Mills	Cement	350 00
2003	Kellogg Bridge Company	Freight	630 85
2062	do	Iron work	1,000 00
2119	Wheatley Brothers	Lumber	15 30
2144	Fowler & Yarwood	Stone	787 50
2159	Bodwell Granite Company	do	1,380 62
2195	B. Goodrick	Sand	66 67
2321	A. Reamer	Hauling	241 50
2424	Pay-rolls	Labor	3,120 73
2454	do	do	3,604 65
2489	do	do	3,181 92
2526	do	do	3,105 99
2559	Fowler & Yarwood	Stone	900 00
2629	Potomac Mills	Cement	525 00
2891	B. Goodrick	Sand	50 00
2912	Kellogg Bridge Company	Freight	174 08
3160	A. Reamer	Hauling	111 50
3320	Fowler & Yarwood	Stone	562 50
3449	B. Goodrick	Sand	33 33
3426	Kellogg Bridge Company	Iron and wood work	1,067 60
1873.			
14	do	do	203 71
123	do	do	213 46
203	do	do	17 91
311	James Hudson	Painting	7 50
376	Kellogg Bridge Company	Iron and wood work	538 05
486	Fowler & Yarwood	Stone	18 87
542	Kellogg Bridge Company	Hauling	16 00
555	Maryland Freestone M. & M. Co	Stone	427 09
669	J. V. W. Vanderburgh	Work on approaches	4,016 40
737	Gray & Noyes	Lamps	100 00
842	George Waters	Cement	315 00
917	Gray & Noyes	Material	15 00
1234	George Waters	Cement	225 75
1458	C. S. English	Material	6 50
1562	Pay-rolls	Labor	3,096 68
1563	do	do	3,711 20
1564	do	do	4,163 71
1565	do	do	2,802 33
1566	do	do	2,519 07
1583	do	do	1,732 41
1584	do	do	2,025 47
1585	do	do	1,606 17
1586	do	do	1,214 40
1587	do	do	827 01
1588	do	do	962 39
1589	do	do	309 34
1877	A. Schneider	Iron-railing	2,411 75
1962	J. V. W. Vanderburgh	Work on approaches	4,027 95
2066	Pay-rolls	Labor	469 87
2067	do	do	119 75
2068	do	do	281 71
2396	J. V. W. Vanderburgh	Slope-wall at abutment	5,504 00
2770	James Hudson	Painting	43 86
3134	J. V. W. Vanderburgh	Iron plates	93 82
	Total		105,969 20

The amount reported by B. Severson, on page 769 of the testimony, viz, \$14,230, simply represents payments to the Kellogg Bridge Company on their contract to build the iron superstructure, whereas the amount reported by the board of public works in its report of 1873, viz, \$105,969.20, applies to the bridge and the approaches thereto, abutments, retaining-walls, iron railing, lamps, painting, and all the required masonry, as shown in detail by the foregoing statement.

Q. Have you indicated where they can be found in this statement?—  
A. Yes, sir; giving the vouchers here, as reported by Colonel Magruder in his report.

By Mr. MATTINGLY:

Q. To return to your contracts with the board of public works in your individual capacity, and as president of the Metropolis Paving Company, state the gross amount of these contracts.—A. I would state that the whole amount of the contracts for the Metropolis Paving Company with the board of public works amounts to \$195,532.14.

Q. Your individual contracts?—A. My individual contracts amount to \$135,462.60.

Q. Now please state what proportion of the amount that was done by the Metropolis Paving Company or by yourself was received in cash, and what in other modes of payment.—A. I will state that the aggregate amount of contracts of the board of public works and my own amount to \$330,954.74.

Q. That includes the Metropolis Paving Company contract?—A. Yes, sir. In this statement, gentlemen, you will find that it varies from the statement given by me of the amount of my contracts. You will remember that in these contracts they charge us for materials which go in to make up the aggregate account in this. That is all deducted—the actual amount I received from the board of public works.

By Mr. MERRICK:

Q. Less the price of material?—A. Yes, sir.

By Mr. WILSON:

Q. That is the whole amount received on account of your individual and Metropolis Paving Company contracts?—A. Yes, sir. I have received only cash to the amount of about \$72,000 for the entire work, and about \$207,000 in bonds. The rest was in auditor's certificates.

Q. And somewhere from 20 to 25 per cent. you received in cash?—A. About that.

Q. Can you give the committee any information as to the cost of wood pavements? You have had some practical experience in laying wood pavements.—A. I can. I will state that I made up a statement from my books on February 29, 1872. That statement was presented to my company as the basis of the cost of work, and, therefore, not made up for the purpose of this investigation at all. That would take in contracts which I had for the paving of Pennsylvania avenue, which, of course, do not come under the board of public works. I made a profit on that work of about \$1.41 a yard.

Q. What was the price of the wood pavement?—A. For a portion of it—I got, for 16,961 yards, \$3.95 a yard; and for 20,396 yards, I got \$3.75 a yard. For the M-street work I got \$3.10 a yard. I made on that work 75 cents a yard.

Q. Were the M-street and Pennsylvania avenue both untreated wood?—A. Yes, sir; for Market Space; that I did under the board of public works; the wood was not treated, and I made 67 cents a yard profit on that.

By Mr. MERRICK:

Q. What was the contract-price of that Market Space?—A. Three dollars. On Eleventh street I made 52 cents a yard, and Nineteenth street, a portion of it 65 cents, and for a portion 52 cents a yard. The larger portion was 52 cents.

Q. Treated wood?—A. That was not treated.

Q. Give us the amount paid in these instances.—A. On that pavement it was \$3 a yard. On D and Seventh streets I made only 58 cents a yard. That was treated wood. That was \$3.50 a yard. On Twelfth street I made about 70 cents a yard. That was treated wood. That was \$3.50 a yard. I will state this: these prices are the actual amounts over the actual cost. Such do not include, of course, the expenses of office and clerk hire, and such things as that.

By the CHAIRMAN:

Q. Is that an estimate of what you received at par?—A. Yes, sir; taking the certificates at par.

Q. Not including any loss on this?—A. No, sir; taking certificates at par, I think, is a fair estimate of the cost of wood pavements. We could make sometimes more on some streets than we could on others.

Mr. CHRISTY. As suggested to the committee, there is one branch of this inquiry that we propose to suspend until the books of the Metropolis Paving Company are produced. There are, however, some questions that we may ask in the absence of the books, and I now proceed to do so; of course, reserving the right to call for the books hereafter.

Mr. MATTINGLY. If the committee think the books are material they will be produced of course.

By Mr. CHRISTY:

Q. You say, on the 29th day of February, 1872, that you made a statement of the condition of the business of the Metropolis Paving Company?—A. Yes, sir.

Q. State the names of the parties who were interested in the Metropolis Paving Company at that time, in any form, directly or indirectly, and those that, to your knowledge, had an interest in that company.—A. It was a regular stock company, and there was quite a number stockholders. I cannot remember all the names.

Q. Do your books show the stockholders at that time?—A. Of course.

Mr. CHRISTY. We desire to have the books produced, as the witness cannot speak from memory.

By Mr. WILSON:

Q. Who has the books?—A. I have them. They are in my possession at my office. If the committee insist upon having them, I can produce them on Monday.

Mr. WILSON. We shall want to see them.

By Mr. CHRISTY:

Q. Are you still interested in contracts under the board of public works?—A. I am not.

Q. How do you explain that, in view of the fact of your having given bonds to keep these pavements in repair for a period of three years—both wood and concrete pavements?—A. As a matter of course, I am responsible that far; I have got to do that, but I am not in business now.

Q. Your present office is that of collector of the District?—A. Yes, sir.

By Mr. WILSON:

Q. By whom appointed?—A. By Governor Shepherd.

Q. How long have you held that position?—A. Since December last.

Q. I was desirous of having the letter that you read yesterday, but



the reporter seems to have it, and I will ask you a question or two in regard to some other matters. What pavements were represented in this Metropolis Paving Company?—A. The Stowe, the Miller, and the Ballard.

Q. Those are all wood pavements?—A. Yes, sir.

Q. What time was that Metropolis Paving Company organized?—A. In August, 1870, I think.

Q. Do you know whether at that time movements were on foot for the purpose of organizing the District of Columbia under its present form of government?—A. I am not certain whether there were at that time or not: I know such were in progress a long while; then the movements were suspended for a considerable time.

Q. Do you know anything about a meeting that was held for the purpose of setting on foot this matter of the present organization of the District of Columbia?—A. I know of such a meeting.

Q. Where was that meeting held?—A. That I know nothing about except from the mere statements of others.

Q. According to the best of your information, where was it held?—A. I understood it was held at Kilbourn and Latta's office on Seventh street at that time.

Q. Do you know who were present at that time?—A. I do not.

Q. Was this Metropolis Paving Company organized before or after that meeting?—A. That I am unable to say.

Q. Have you anything in your possession—any data, any books, papers, or memoranda or anything of any kind—that will enable the committee to get at the date of that meeting?—A. No, sir; I have not.

Q. Can you inform the committee where they can get the information on that subject?—A. I cannot unless they can get it from Kilbourn and Latta. I presume they will know.

Q. Now, who were the parties who originally conceived the idea of the organization of this Metropolis Paving Company?—A. Well, I presume I was the prime mover in it.

Q. What other person did you consult?—A. We had quite a number. Mr. Mohun was the most active with me in that arrangement—R. D. Mohun.

Q. Who else?—A. There was Dr. Filbert and quite a large number brought into it by the consolidation of the three interests. There were three interests. There was what was called the Stowe. That was owned by Mr. Shepherd, Mr. Mohun, and myself. Then there was the Miller patent. That was owned by Dr. Filbert and Mr. Collins, of Philadelphia, and some other gentleman, named Martin, I think.

Q. Who owned the balance?—A. That was owned by Mr. Solomons and by Mr. Smith.

Q. What Mr. Solomons?—A. A. F. Solomons, of the firm of Philip & Solomons.

Q. Who else?—A. I think they were the principal ones. I could not tell you who were in the organization.

Q. Now, did you gentlemen have a meeting with a view to organizing this Metropolis Paving Company?—A. Yes, sir.

Q. Where was that meeting held?—A. That was held at the office that we had taken over Mr. Shepherd's store on Pennsylvania avenue.

Q. Did you keep minutes of that meeting?—A. I think so.

Q. Where are those minutes?—A. With the secretary of the company, Mr. A. M. Smith, who lives in this city. He is not now secretary of the company, for the company went into liquidation a year ago.

Q. He turned the books over to you?—A. Not those books: he has

those still in his possession; I have only the account-books. All the records of the company are in the hands of Mr. Smith.

Q. How many meetings did you have before this company was organized?—A. We had several meetings from time to time.

Q. What was the character of this organization; was it an incorporated company?—A. Yes, sir.

Q. Under what law was it incorporated?—A. Under the general incorporation act of the District of Columbia.

Q. Was that a law of ancient date, or was it a recent act?—A. The company was probably one of the first organized under that act.

Q. Did your company procure that act?—A. No, sir.

Q. How long had the act been in force prior to the organization of your company according to the best of your recollection?—A. I cannot remember anything about it. The records, I believe, show at what time that law was passed.

Q. Were you at any time instrumental in securing the passage of that law?—A. No, sir; I did not know anything about it until after it was passed.

Q. It was not passed with a view to this organization?—A. No, sir.

Q. Was the Stowe pavement laid after the organization of your company by any person other than your company?—A. No, sir.

Q. Was the Miller pavement laid by any one other than your company, any contractors?—A. The board did have it laid, but without any authority from us.

Q. The Ballard?—A. That, also.

Q. That was laid without any authority from you?—A. Yes, sir.

Q. Was there any arrangement between your company and the contractors with reference to laying these different pavements?—A. No, sir; not until after we abandoned the contracts. After that we expected a royalty.

Q. Did you get a royalty from all these parties who laid this pavement?—A. No, sir; we addressed a communication to the board of public works requesting that they would withhold payments from these parties, as they had not made a special arrangement with us, and we should look to the board of public works.

Q. Are you holding a claim of that kind against the board of public works?—A. I hold a claim. They refused to recognize it, and I therefore filed my claim against the contractors to be considered in the settlement of their account.

Q. Where?—A. With the board of public works.

Q. Do you recollect what the amount of that claim is?—A. I do not exactly.

Q. About how much?—A. Ten cents a yard on all pavements.

Q. How much does that amount to, do you remember?—A. I don't think it amounts to very much. It is no object to me, because I have to pay that royalty to the patentee.

Q. Exactly; but I want to get the amount of the claim.—A. I could furnish you that from my books, but I cannot do it from my memory. It is no interest to me except I am bound for all laid in the street.

Q. Now, what was the purpose of the formation of this Metropolis Paving Company?—A. To seek work and do contracting.

Q. You had the Stowe pavement, you and Governor Shepherd and Mr. Mohun?—A. Yes, sir.

Q. You could seek work without the formation of the Metropolis Paving Company?—A. Yes, sir.

Q. And these parties owning the Miller pavement; they could seek

work without the formation of such a company?—A. Yes, sir; they might.

Q. And so might the parties owning the Ballard?—A. Yes, sir.

Q. Then your sole purpose was to seek work?—A. The sole purpose was to form a company for putting down the best pavement.

Q. Is that the only purpose now?—A. That is the only purpose.

Q. You had no purpose to combine these three interests so that there should be no competition in bidding?—A. No, sir; there are a thousand and one different patents that could come in competition, and did come.

Q. What was the necessity then for combining those three in one company?—A. We deemed it advantageous for us to do it.

Q. In what way?—A. We were all intimate friends, owning these different patents, and we thought it best to form one company.

Q. Why; what advantage was it to form one company?—A. We thought that it would be advantageous to have them together, and in a business point of view I think it was very desirable.

Q. Did you have any sort of purpose of preventing competition between you three parties with regard to bidding on pavements?—A. I do not know about competition. As a matter of course, if we united, each was to receive an equal benefit; all were to share alike.

Q. Was not it a part of your object in forming this Metropolis Paying Company to avoid coming in competition with each other?—A. That might have been, in a measure.

Q. Was not that a part of the purpose?—A. It might have been.

Q. Of course, it might have been?—A. We considered the matter as business-men, and, looking to business, presumed it would be better to have those three interests combined. We were all associated together in business operations and in friendly relations, and we thought it best on the whole to form this company.

Q. And did not you think it was best because you would not then be fighting each other?—A. Certainly.

Q. That was the reason, now, why you thought it was best?—A. Certainly. That is a business operation, I am sure. All men in business do that.

Q. Which of these three pavements is the most expensive to lay?—A. I do not think there is much difference between them except the Ballard. The Ballard probably will be. The blocks could not be cut very readily. We bought machinery of different kinds for the purpose of cutting the blocks, but they all proved a failure.

Q. Which is the most expensive to lay?—A. That would be the most expensive. It would be the cheaper if we could lay it, if we could cut the blocks; but we cannot do that.

Q. How is it as between the Stowe and Miller?—A. I think about the same.

Q. Is there any difference between them?—A. I do not think there is.

Q. You have had some experience with both of them?—A. Yes, sir.

Q. How did it prove on actual test and experience?—A. My experience is that there is no difference between them.

Q. What other patents were used of wood pavements in this city?—A. Well, quite a number of them; among others the Follansbee, Perry, DeGolyer, Morse, Filbert & Taylor, Keystone, and there may be some others.

Q. Those were all used here in this city?—A. Yes, sir.

Q. What wood pavements were embraced in the original bids that



were made on which the prices of payment were fixed, or established by the board?—A. I do not know; we only bid for three kinds.

Q. You parties put in bids for three kinds of wood pavement?—A. Yes, sir; the Metropolis Company did.

Q. You put in for the Stowe wood pavement, the Miller wood pavement, and the Ballard wood pavement?—A. Yes, sir.

Q. Who put in these several bids; was it all done by the Metropolis Paving Company?—A. Yes, sir.

Q. So that you had one party bidding for three different wood pavements. Did you fix the figures at the same rate?—A. Yes, sir.

Q. All the way through?—A. Yes, sir.

Q. Do you know of any other wood pavements that were embraced in any bid that were bid for?—A. Yes, sir; I think all the different kinds. The bids will show about that.

By Mr. WILSON:

Q. Had you anything to do with concrete-work?—A. I had a little to do with it.

Q. Did you belong to the firm that put down concrete pavements?—A. Yes, sir; with Mr. Evans first, and then I did some work for a party who had a contract under the General Government for laying a pavement on G street between Seventh and Ninth streets.

Q. Who was that party?—A. He was a Dr. Gibbs, I think.

Q. Where does he live?—A. I think he is living in the city.

Q. What was his business?—A. That is more than I know.

Q. Did he get the contract, or did you get it?—A. He got the contract. He got it from the Secretary of the Interior.

Q. It was not from the board of public works?—A. No, sir.

Mr. WILSON. My question had reference to the board of public works, of course.

Q. Do you know of any union of parties, owning concrete patents, into paving companies?—A. I know of no union. Messrs. Evans and Kilbourn and myself were interested in the concrete pavement together. Mr. Evans had charge of it entirely.

Q. What patent did you have?—A. Well, what we had was the Scharf principally.

Q. Did you have any other patents under your control?—A. We had the vulcanite.

Q. Any other?—A. No, sir.

Q. Did you first form yourselves into a partnership and then purchase these patents, or were the patents owned by some of you prior to the organization of your firm?—A. I think it was about the same time. I do not know as we had any pavements prior to that event.

Q. Did you secure the patent with reference to the organization of the firm?—A. We did not buy them at all.

Q. Did you secure the exclusive right to use them in this city?—A. Yes, sir.

Q. Did you do that before you formed the firm or afterward?—A. Before.

Q. Who procured these different concrete patents?—A. For the Vulcanite there were Dr. Filbert, Mr. Kilbourn, Mr. Baldwin, Mr. Evans, and myself.

Q. Then who owned the other one?—A. That, I think, Mr. Evans owned alone.

Q. Then, having secured these patents, did you then form a union of the two, the two different interests into one?—A. Not exactly.

Q. What did you do?—A. We contracted separately. For instance, I believe Dr. Filbert contracted for New York avenue—to put down the vulcanite.

Q. You made separate contracts, but was there a community of interest?—A. No, sir; not entirely. Mr. Evans, Mr. Kilbourn, and myself were interested in the Scharf pavement; that is, I was to have an interest in it, and Dr. Filbert controlled the other, and in that way were we four, with the addition of Mr. Baldwin, who was to do the work, and have an interest.

Q. What was he to get for doing the work?—A. I think \$2.10.

Q. He was to do the whole work?—A. I think for \$2.10.

Q. He was to do the whole work?—A. Yes, sir; we furnished all the machinery and the appliances for doing it.

Q. What machinery was it?—A. We had steam-engines and various appliances for mixing the concrete by steam—steam-boilers and all these things.

Q. You, gentlemen, then, furnished the machinery for doing the work; Dr. Filbert furnished the material and did the work?—A. No, sir; Mr. Baldwin did all the work. He furnished the material and did all the work, and he got \$2.10.

Q. So you got \$1.40 a square yard for the use of the machinery?—A. We got that nominally.

Q. What do you mean by "nominally"?—A. That contract was only \$3 a yard, if I mistake not.

Q. But you got \$3.50 for it ultimately?—A. Ultimately that was changed entirely; taken from the Vulcanite and given to Mr. Evans—the Washington Asphalt Company.

Q. Was that same arrangement carried out?—A. No, sir. Mr. Baldwin's contract only ran until the 1st of January.

Q. As long as it did run, what did you get for the use of your machinery?—A. All I know is when we panned out we were considerably behind hand.

Q. I am just simply trying to get at what your arrangement amounted to?—A. That was the arrangement.

Q. If the contract was carried out, he got \$2.10 for the work and furnished material, and you got the difference between that and the contract-price for the use of the machinery?—A. Yes, sir.

Q. That was taken away and given to John O. Evans, was it?—A. Yes, sir; that is the Scharf.

Q. In what way did you do that work?—A. That I had really little to do with; Mr. Evans arranged the whole of that.

Q. I presume you were a party in interest, and you know something about what was going on?—A. I didn't know much about that really; I had only a nominal interest.

Q. Did John O. Evans do the work himself or let it to somebody else?—A. He did it himself.

Q. Why were the contracts for this Metropolis Paving Company let in your name exclusively?—A. I was the president and executive officer, and by the by-laws was given full power to carry out the business operations of the company.

Q. What was the purpose of letting contracts in your individual name?—A. I don't know that there was any particular object in it. I was a responsible person.

Q. Was it publicly known that there was such an institution as the Metropolis Paving Company?—A. Yes, sir; very publicly known.

Q. So there was no attempt to conceal the fact of the existence of that corporation?—A. No, sir; none whatever.

Q. But was it publicly known that the Metropolis Paving Company had contracts here?—A. Yes, sir; it was generally considered I represented the Metropolis Paving Company.

Q. You were representing yourself, also?—A. I did afterward.

Q. Is there anybody now that can take the report of the board of public works, and distinguish between contracts that were let to you individually, and the contracts in which the Metropolis Paving Company had an interest?—A. I think not.

Q. So that so far as the world is concerned, they could not tell of the existence of the Metropolis Paving Company, from the report of the board of public works?—A. I think not; in some cases I think it is put down, and I signed often as the president of the Metropolis Paving Company.

Q. But that was kept in the records of the office?—A. Yes, sir.

Q. So that if Mr. Severson fell into an error in supposing you had all this work, it was because of the manner in which this business was done, rather than any fault of his?—A. There is no attempt to conceal anything there.

Q. I am not assuming that there was, and do not suppose that there was, and the fact is the Metropolis Paving Company is not known in any reports of the board of public works.—A. No, sir; I think their name is not mentioned.

Q. Did the members of the board of public works know that this Metropolis Paving Company was having these contracts?—A. Yes, sir. I do not remember that any of my contracts were taken by me until after we had resolved to wind up the Metropolis Paving Company.

Q. Then, as long as it was contemplated to have such an institution as the Metropolis Paving Company, that company had the contracts?—A. Yes, sir.

Q. But when it was determined to wind that up, then you began to take contracts on your own account?—A. Yes, sir.

Q. You said a while ago you had received two hundred and seven and some odd thousand dollars in bonds; what kind of bonds?—A. They were improvement-bonds and the sinking-fund bonds and some sewer-bonds.

Q. What amount of sewer-bonds?—A. A very small amount.

Q. The chief part of what you received, then, aside from cash, were these permanent improvement bonds and part of the four million loan?—A. The larger portion were improvement-bonds.

Q. What do you mean by that?—A. That is the 7 per cent. improvement-bonds.

Q. What was their value in the market at the time you received them?—A. I considered that they ought to be worth par. I could not get par for them.

Q. How much did you lack for it?—A. I do not know that I sold any of them. What I did was to distribute those bonds to our shareholders in the company.

Q. You made dividends of these bonds. What were they worth? You did not sell them at all?—A. No, sir; I have paid them out to our associates, as par, of course, the same as I received them.

Q. They were divided up as dividends?—A. Yes, sir.

Q. And were worth about par at that time?—A. No, sir.

Q. What were they worth?—A. I cannot say what they were worth.

Q. I should like to know about what they were worth.—A. I do not



know. I think the sinking-fund bonds were selling at one time for about 95.

Q. How about these others?—A. I do not know.

Q. You call these improvement-bonds; what were they?—A. They were issued for the improvement of the streets, and so on.

Q. Under what authority were they issued?—A. I think under the four million loan.

Q. That is what I asked a while ago. Then you know there were sinking-fund bonds?—A. Besides there were 8 per cent. bonds, I think.

Q. What proportion did you get of the sinking fund bonds and what proportion of the four millions?—A. I could not remember. I took at one time, for instance, \$92,000 in \$100 certificates, which were issued by the board of public works, and those I distributed up among the stockholders, and they probably afterward got bonds for them.

Q. Were they not converted afterward into these bonds?—A. Some of them. Those parties who held them did with them as they pleased.

Q. Did the board of public works take auditor's certificates and divide them into smaller certificates?—A. Yes, sir.

Q. Was that done for the purpose of enabling you to distribute these smaller certificates among your shareholders?—A. That was the reason I took them from the board.

Q. That was why they were issued?—A. No, sir; not with reference to that; but they were issued in that way to any one that wanted them.

Q. That was the practice or expedient resorted to by the auditor? They did resort to the expedient of dividing up larger certificates into smaller ones to the end that whoever desired them might use them in smaller sums?—A. Yes, sir.

Q. And of those you took some ninety-odd thousand dollars?—A. Yes, sir.

Q. You divided them among your shareholders?—A. A portion of them; not all of them, of course.

Q. Did your shareholders afterward convert them into sinking fund bonds or afterward into permanent-improvement bonds?—A. I judge they did so, from the fact that I find in the treasurer's report that I am charged there with the schedules—with the vouchers as per schedule, which embrace these very things. It will all be charged to me, although I did not receive it.

Q. Do you know whether anybody else had the opportunity afforded them of converting these certificates into these bonds?—A. Yes, sir: everybody had that right. I think they were receivable also for taxes.

Q. Then of this \$207,000 of bonds that you received they were about equivalent to cash, were they not?—A. I have included that \$90,000 in this \$207,000.

Q. It was substantially the same thing?—A. Not substantially.

Q. Then the \$207,000 you have said that you received in bonds was virtually cash, or that it was nearly equivalent to cash?—A. Not at all.

Q. They were about worth cash?—A. I have the bonds yet, and I have the sewer-bonds also.

Q. I will speak about that in a moment. You have them yet, but at that time they were worth about cash?—A. No, sir.

Q. What was the \$4,000,000 sold at?—A. I do not know.

Q. Don't you know that was sold at 95 cents?—A. They might have been sold at that.

Q. You considered them worth that about that time, didn't you?—A. I considered the sinking-fund bonds worth about 95 cents.

Q. When did you get the sewer-bonds?—A. Those have been more recent. I don't know; probably——

Q. Have you those yet?—A. I have some of them.

Q. What amount do you hold now?—A. Not very many; probably \$5,000 or \$6,000 worth of them.

Q. Do you hold in your own right or in the right of the Metropolis Paving Company?—A. There is a large amount unpaid yet of the Metropolis Paving Company, which I hold as security for them. Parties would come to get their dividends and they would be paid in these things just as they came.

Q. What amount of auditor's certificates do you hold—did you receive—out of this aggregate amount that you received?—A. The balance, possibly, in settling up my account.

Q. The whole amount received by you was \$330,951.04?—A. Yes, sir.

Q. Out of the whole amount of the \$330,000, you received about \$60,000 of auditor's certificates?—A. That may be possible.

Q. What have you done with those auditor's certificates?—A. A good many of those I used in the purchase of material.

Q. Are you holding any of them now?—A. I think I have a few of them. I don't know what amount.

Q. About what amount?—A. I could not say, possibly \$10,000 of them, and, perhaps, over that.

Q. Then your contracts have been pretty well paid up by the board of public works?—A. They are all paid up by certificates.

Q. The amount of certificates is rather small?—A. I do not say that I have those certificates now. I have used them.

Q. Then all that you ever received is about \$60,000, if I understand you?—A. We received them all in certificates.

Q. But you did not have any difficulty in converting them into money or bonds?—A. Yes, sir; very great difficulty.

Q. You got it?—A. I got it, finally, from time to time.

Q. When did you close up your work?—A. I think the last job I had was in September.

By Mr. STEWART.

Q. When was the most work done?—A. The most of my work was done in the early part of 1872, I think.

Q. You quit work before the government securities got so depreciated?—A. I never had very many contracts anyway.

Q. You were one of the early contractors?—A. Yes, sir; I had all the facilities for doing the work—saw-mill, and all the appliances; and when the board were anxious to have a piece of work done in a short time, they generally gave me the contract.

Q. Those who came after you—who did the work last year—their certificates, or evidences of indebtedness, were not so good?—A. No, sir; I think not. There is a general depreciation of the certificates.

Q. When did the depreciation of the District securities commence?—A. That is more than I can say. They have been going down for some time.

Q. A year ago what were they about?—A. I hardly know; they were better than they are now.

Q. Better six months ago than they are now?—A. Yes, sir; since this investigation commenced, of course, they have begun to depreciate even more.

Q. You got yours into bonds before this depreciation?—A. I did not say I got them all into bonds. This includes \$92,000 which I received

in certificates—in \$100 certificates—which I passed off to other parties, and which have been taken up, I suppose, by what Colonel Magruder in his report calls "vouchers per schedule." That was not paid to me, although I account for it as having received it in that way.

By Mr. WILSON :

Q. Doesn't it appear from Colonel Magruder's reports that these amounts have been paid in money ?—A. Not that I know of; I cannot tell you anything about that.

Q. Did you ever draw any money from Colonel Magruder on these \$100 certificates ?—A. No, sir.

Q. What capital did your Metropolis Company start with ?—A. It started with a cash capital of about \$40,000.

Q. Paid up ?—A. Yes, sir.

Q. Was that capital afterward increased ?—A. No, sir; we never had really more than the \$40,000 in it—actual cash capital.

Q. How many stockholders did you have at the outset ?—A. I think possibly there were about twenty-five or thirty.

Q. Who has the stock-books ?—A. I have.

Mr. WILSON. We will be glad to have you bring the stock book or books on Monday morning.

Q. Does that stock-book show all the transfers of stock that have been made from time to time ?—A. Yes, sir.

Q. Does it show the numbers ?—A. Yes, sir; it shows everything.

Q. Can you trace every man's stock—the original stock—right through to its present holders, through every hand through which it has passed ?—A. Yes, sir.

Q. This stock that was transferred by Governor Shepherd of which you spoke yesterday, to whom was that transferred ?—A. To J. S. Baldwin.

Q. Is he the man who was connected with you in your company ?—A. Yes, sir.

Q. Was any part of it transferred to anybody else ?—A. No, sir; I think not of that. I think he took the whole of it. I know he did.

Q. What did he do with it ?—A. He holds it still; that is to say, they passed their stock in when I paid them up their proportion of the proceeds of the company.

Q. What do you mean by "passing it in ?"—A. They passed their stock in, and it was canceled.

Q. As you distributed the capital stock ?—A. Yes, sir.

Q. In winding it up ?—A. Yes, sir; and have for a year past.

Q. What dividends have you paid ?—A. About 40 per cent. on the capital stock, which was \$200,000, which would be about \$80,000.

Q. So that you paid up \$40,000 of capital stock ?—A. We paid back that capital stock, and made a clear profit of 10 per cent. on \$200,000; about \$80,000.

Q. You did not lose anything ?—A. No, sir.

Q. How long has the corporation been in existence ?—A. From August, 1870, until April 23, 1873, I think.

Q. When did you cease to take contracts ?—A. I do not remember when it was really that we had the last contract.

By the CHAIRMAN :

Q. Your nominal capital was \$200,000 and your paid up capital \$40,000 ?—A. Yes, sir.



Q. When was that capital paid up?—A. At the commencement.

Q. That is, in August, 1870?—A. It was not paid up exactly at that time; probably running through to November or December.

Q. All paid up by December?—A. I think so.

Q. No other capital paid except the \$40,000? What was that—a percentage on \$200,000?—A. Yes, sir.

Q. And paid up *pro rata* by each shareholder?—A. Yes, sir.

By Mr. WILSON:

Q. Your Metropolis Paving Company, if I understood you a while ago, had had contracts to the amount of \$195,532.14?—A. Yes, sir.

Q. Now you say they had paid in \$40,000 of capital stock?—A. Yes, sir.

Q. And they have made \$80,000 of profits?—A. Yes, sir.

Q. That makes \$120,000?—A. About that, I guess.

Q. And you got that out of \$190,000 worth of contracts?—A. No, sir.

Q. What did you get it out of?—A. We had Pennsylvania avenue and M street, which were not included in them.

Q. What did you get out of them?—A. I cannot remember the exact amount. The bulk of our profits was in those two contracts.

By Mr. MERRICK:

Q. You say you were paid in the bonds of the four million loan? Did I understand you right?—A. I think some of them were.

Q. Paid by the treasurer; the payments were all made to you by Treasurer Magruder?—A. Yes, sir; I think so.

Q. Can you tell me what amount approximately of the four million loan was paid to you, or how many bonds of the four million loan were paid to you?—A. I cannot. I do not remember how much. I made no distinction in regard to those things.

Q. Can you form any approximate estimate of the number of the four million bonds paid to you by the treasurer?—A. No, sir; I could not from memory.

Q. As much as \$20,000, do you suppose?—A. I cannot say, for I cannot remember about the different bonds—the amounts of each.

Q. But you do remember a portion of the payments made to you by the treasurer were in the four-million-loan bonds?—A. I think so.

By Mr. MATTINGLY:

Q. Are you certain of that?—A. No, sir.

Governor SHEPHERD. All of the four million loan was disposed of in Europe. Witness is speaking of the supplemental appropriation—the bonds that were issued to make good the deficiency in the four million loan.

The WITNESS. That is what I had reference to. There was an act passed by the legislature providing for the issue of bonds to make up the deficiency occasioned by the discounting of the four million loan.

Q. That is the \$260,000 issue of bonds, was it?—A. Yes, sir.

Q. Not the original four million?—A. No, sir.

Mr. CHRISTY. I desire that Mr. O. H. Evans, the book-keeper, shall produce the original books that he is under obligation to present here, and I should like to have him do so on Monday, in order that they may be examined in connection with the books of Mr. Clephane. I refer to the books of the Asphalt Paving Company.

CHARLES E. RAY sworn.

By the CHAIRMAN:

Question. Where do you reside?—Answer. In Chicago.

Q. What is your business?—A. Contractor.

Q. Did you ever hear of DeGolyer & McClelland?—A. Yes, sir.

Q. Did you ever lay any portion of that pavement known as the DeGolyer & McClelland contract?—A. Yes, sir.

Q. How much of it?—A. About 25,000 yards.

Q. When?—A. During the season of 1873.

Q. When did you begin it?—A. I think about the 20th of September.

Q. And end?—About the 20th of November.

Q. Where did you lay it?—A. On C street and New Jersey avenue; on B street right down here. I think it is northeast; I would not be certain.

Q. Did you have personal charge of it?—A. No, sir; I did not.

Q. Do you know what it cost?—A. No, sir; I cannot tell exactly what it cost. I have not had an opportunity to examine the books as yet. I think it cost, however, from \$2.70 to \$2.80 per yard.

Q. Does that include the expense of lumber, laying, grading, &c.?—A. Yes, sir.

Q. And all the material?—A. Yes, sir.

Q. You do not include in that cost anything paid for the original award?—A. No, sir; we did not pay anything for the original award. It had nothing to do with the original award.

Q. You came into this matter subsequently?—A. Yes, sir.

Q. Do you know anything else that we ought to know as to this contract?—A. I could not say as to that. I do not know that I do.

By Mr. MATTINGLY:

Q. State about the character of this pavement, from your knowledge here and in other places.—A. As far as the pavement is concerned in our town, it is a good pavement. It is considered so; and I went over the streets here yesterday to see the pavement that had been laid last season, and I think that it is in a very fine condition.

Q. You think it is a good pavement?—A. I think it is, most assuredly.

Q. Can you give the committee the items going to make up the cost?—A. Yes, sir.

By Mr. STEWART:

Q. Did you keep the books?—A. No, sir.

Q. Did you superintend the putting of it down?—A. No, sir. I know about the cost, as near as we can decide it now. Of course, we have not received all for that pavement yet, and there will be amounts to be charged to the cost of the pavement that we cannot possibly estimate now that will probably increase the cost of it; but I should say that pavement will cost from \$2.70 to \$2.80 per square yard.

Q. That does not include the cost of keeping it in repair?—A. No, sir. We cannot estimate that. No one can. That is one of the contingencies of the contract.

By Mr. WILSON:

Q. Who superintended this work for you in this city?—A. A man by the name of Cluff. Mr. Whitney had charge of the work done, and Mr. Cluff was under him.

Q. Did you lay any pavement on C street, coming up to the Baltimore Depot?—A. Yes, sir.

Q. Have you looked at that recently?—A. I looked at that yesterday with the idea of having whatever was wrong about the pavement remedied at once. I intend to have it done on Monday. There is very little about it that is wrong. What is wrong I shall set men to work on Monday to fix, so that it shall be in good condition.

Q. Are there places through which the water is coming up through the pavement now?—A. Not that I have noticed, except right along the railroad-track. Our foreman says that when the railroad-company put down the stringers they set them right down on the top of the ground without tamping the foundation under them at all. Right along the side, within six or eight inches of the stringers, the pavement has evidently been working from that fact.

Q. Did you notice whether any gravel was put under your pavement or not?—A. Yes, sir, there was, for I was here times enough while the work was going on to know that was the fact.

Q. What thickness of gravel was first put under it?—A. I should judge it run from six to ten or twelve inches.

Q. That pavement, then, was not put down on the ground—on the dirt?—A. O, no sir; it was not put down on the clay.

Q. What amount of certificates of the board of public works do you hold now?—A. Well, the certificates, to a certain extent, have been divided between McClelland and Jenkins and Ray and Whitney.

Q. I want to know what amount of certificates was issued to all the parties who put the pavement down on account of that 25,000 yards?—A. I think somewhere about \$80,000.

Q. Did you get any money at all?—A. No, sir.

Q. None of those certificates have ever been paid?—A. Not to my knowledge.

Q. Have you discounted any of these certificates?—A. No, sir.

Q. Have you taken into the account of the cost any depreciation of these certificates?—A. No, sir; I have not. I have simply added to the cost of the pavement, up to the present time, twenty-five cents a yard for non-payment.

Q. Then the actual cost is twenty-five cents less than the figures that you have given?—A. No, sir; it is not, because the interest on that account is just as much a part of the cost of the pavement as the lumber itself.

Q. Have you counted any interest since you laid down that pavement?—A. We have counted interest on our materials, and since we have received the certificates from the board that have not been paid, that represent money, but which are not money.

Q. You have taken that into account in estimating the cost. Suppose you take out the interest, and go into the market and buy this lumber, and do this work for cash, what then would it cost to put it down?—A. I should simply deduct in that case twenty-five cents per square yard. I do not want to say it is \$2.70, but it is at least that. It may be \$2.80, because there are things that will have to be charged to the account yet that went into the cost of the pavement that we could not get at.

Q. In making up your estimate of the cost of this pavement, have you taken simply what appears on the books?—A. No, sir.

By Mr. CHRISTY:

Q. I understand you to say that the parties interested with you in laying the pavement—twenty-five thousand yards—were Judge Jenkins



and Mr. Whitney?—A. Yes, sir; Mr. Whitney is my partner, and has been for about eight years.

Q. Judge Jenkins was united in interest in this matter?—A. Mr. McClelland and Mr. Jenkins were the successors of DeGolyer & McClelland. We came here in June, and purchased one third interest in the business, or rather in the material. They did not have any business. We purchased one-third interest in the material they had on hand.

Q. You came in fact, then, about the time this contract was annulled—originally let to DeGolyer & McClelland?—A. I could not tell you anything about that.

Q. But you knew the fact that there was a controversy between the board and parties interested in laying the DeGolyer & McClelland pavement No. 2; you knew that, did you not?—A. Well, I knew that fact.

Q. And knew likewise that the very materials that you were to lay it with had been condemned by the board?—A. Yes, sir; I knew that.

Q. What was the extent of your contract with the board?—A. The extent was twenty-four thousand six hundred and odd dollars. That was the amount of work we did.

Q. How much did you contract to do; what was the award made by the board as to the number of square yards?—A. We laid all they awarded to us.

Q. When did they award it?—A. Soon after we came into the firm, or formed a new firm under the name of C. E. Jenkins & Co., and that new firm made an application, and there was an award to lay twenty-five thousand square yards. There were certain streets designated, and the quantity of paving on these streets amounted to the sum I mentioned.

Q. And this was the wood that had been treated by the Samuels ironizing process, and the same wood that had been condemned by the board?—A. I do not know that the wood was ever condemned.

Q. Of course, I ought not to ask you to commit yourself to that. There has been a controversy as to some wood?—A. I understood when we came into the firm the controversy was in regard to the manner of laying this pavement, and not in regard to the materials that entered into the pavement.

Q. If you please, state the manner in which the laying by yourselves differed from the manner in which the pavements were laid on Pennsylvania avenue east?—A. It differed somewhat in taking pains with the work.

Q. In what respect—in the formation of the foundation?—A. In the formation of the foundation or putting down of the blocks, and the tamping of the gravel between the blocks.

Q. Do you use a greater proportion of wood than was used as it was formerly laid by De Golyer & McClelland?—A. That I do not know, for I do not know how much they used.

Q. Then there would be no additional element of cost except the additional care in laying the pavement?—A. No, sir; not of necessity.

By Mr. WILSON:

Q. Did you receive, in your purchase, any letters or papers from Chittenden?—A. I did not.

Q. Did you ever see any?—A. I never saw any in his name.

Q. Were you consulted in regard to the destruction of any letters?—A. No, sir; I never was.

Q. You know they were destroyed?—A. I do not know anything about it except by hearsay. I read in the testimony of Judge Jenkins that he destroyed these papers, and that is all I know about it.

A. B. KIRTLAND recalled.

By Mr. THURMAN:

Question. You are acquainted with G. A. Wilcox, are you?—Answer. I am acquainted with Girden H. Wilcox.

Q. I mean Mr. Wilcox, a clerk in the Sixth Auditor's Office, who has testified here?—A. Yes, sir; I presume it is the one.

Q. The same man at whose house you were last week?—A. Yes, sir.

Q. Did you have any conversation with him as to what you had done with this \$72,000?—A. No, sir.

Q. None at all?—A. No, sir.

Q. Didn't you tell Mr. Wilcox that you did not have the benefit of all that money?—A. No, sir.

Q. You never told him anything of that kind?—A. No, sir; nor any other man.

Q. You never told him that you could not tell what became of that money without implicating persons in high station?—A. No, sir.

Q. Nothing of that kind?—A. No, sir.

Q. Did you tell Mr. Storrs, at the Ebbitt House or at the interview he had with you at Mr. Wilcox's house, that you could not tell what became of that money or those notes without implicating certain persons in high stations?—A. I never had any conversation with Mr. Storrs on the subject.

Q. What conversation did you have with Mr. Storrs?—A. I had a general conversation with Mr. Storrs.

Q. Any conversation with reference to what had become of those notes or the money—the proceeds of them?—A. I had no conversation with him. He asked me a few questions in regard to them.

Q. What do you call a conversation? He asked you some questions in regard to them, you say. Tell us what he did ask?—A. He seemed to be anxious to know whether Mr. Chittenden had been benefited by the proceeds of any of those notes; and I told him "No." That is all he ever said in regard to the notes.

Q. In any conversation you had with Mr. Storrs?—A. That is all.

Q. If Mr. Storrs, then, has testified that you told him that you could not disclose what became of those notes or of their proceeds, without implicating persons in high station, you say that that was an untruthful statement?—A. If he has testified so, it is.

Q. You never had any such conversation with him, either at Wilcox's house or at the Ebbitt House?—A. No, sir.

Q. Did you ever tell anybody else that your testimony would be injurious to persons in high station if you were to tell the whole truth?—A. No, sir; never.

Q. If any persons have testified, then, before this committee that you did say so, you say their testimony is untrue?—A. Yes, sir.

Q. Were you ever asked by anybody since you have been here, and before you came before the committee, what you did with those notes or their proceeds?—A. I presume I have.

Q. By whom?—A. I cannot remember.

Q. Can you remember one person who asked you?—A. No, sir.

Q. You cannot remember a single person?—A. No, sir.

Q. Why, then, do you presume you have been asked?—A. Because it has been published in the papers throughout the land. I presume I have been asked by a thousand persons.

Q. Since you came to this city?—A. I do not know that.

Q. Since the publication?—A. I have since this investigation.

Q. By the thousand persons ?—A. I do not know but ten thousand.

Q. Will you please give us the name of any one of those ten thousand people ?—A. I don't remember any one.

Q. You cannot remember any one ?—A. No, sir.

Q. Where were these inquiries by the ten thousand or the one thousand made ?—A. In New York and my home.

Q. At Greenbush, opposite Albany ?—A. Yes, sir ; Rensselaer County, New York.

Q. This matter, then, had attracted the attention of people there ?—A. Yes, sir ; very much to my disgust.

Q. A great many people asked you about it ?—A. Yes, sir.

Q. What is the population of the village of Greenbush ?—A. That I do not know.

Q. One thousand ?—A. O, yes, sir ; more than that.

Q. Two ?—A. More than that.

Q. Three ?—A. I think so.

Q. Four ?—A. I thought it was a very large place since the investigation.

Q. Please to give us an answer at once.—A. I do not know, really.

Q. But you think as many as ten thousand people have asked you what became of those notes and that money ?—A. More or less.

Q. A good many less, don't you think ? However, I will let that go. You wrote a letter from New York on the 15th day of last month (April) to Mr. Wilcox that was shown to you yesterday ?—A. Yes ; it was read to me.

Q. In that letter you say this : " I presume I shall be compelled to put in an appearance before the committee, but somebody will be sorry." Who is that somebody that you thought would be sorry if you put in an appearance here ?—A. Well, I should be sorry myself.

Q. I have no doubt you are very sorry, but I want to know to whom you allude when you say " somebody will be sorry."—A. If I had Mr. Wilcox's letter to compare with that, I think I answered his question right through. I think it was my wife, because he asked about my wife.

Q. You think the somebody that you are apprehensive would be sorry was your wife ?—A. Yes, sir.

Q. That you tell us under oath ?—A. I presume I have not been absolved from my oath.

Q. I want you to explain the next sentence : " I am perfecting a scheme that will, I expect, knock the legs from under a certain crowd." Please explain what that scheme was that you were perfecting, and who were the crowd whose legs were to be knocked from under.—A. Nobody connected with anything in Washington.

Q. That I did not ask you. I want affirmative answers, not negative answers. State what that was, that scheme that you were perfecting, and who the crowd was, and whose legs were to be injuriously affected by that scheme ?—A. I am not a very dangerous man. I do not remember what the scheme was. Wilcox was engaged in some things in New York.

Q. You do not remember what the scheme was ?—A. No, sir.

Q. Well, do you remember who the crowd was ?—A. I knew the crowd was engaged in some of his transactions there.

Q. Who was the crowd whose legs you expected to knock from under them ?—A. I do not remember who they were.

Q. Let us see if your memory will be any better when we get a little further on. " I think McC. made an ass of himself." Who is McC. ?—



A. He inclosed the testimony of Mr. McClelland. I presume I refer to Mr. McClelland.

Q. Please tell us why you think McClelland made an ass of himself.—A. In a good many respects. I suppose, I allude to his testimony.

Q. In what particulars in his testimony did Mr. McClelland make an ass of himself?—A. He did poor work, and then acknowledged it; and I think any man will make an ass of himself who does that.

Q. That was the reason?—A. Yes, sir.

Q. You think if a man does a poor job, and has the veracity to acknowledge it, that that makes an ass of him?—A. I didn't think it was necessary, the way the world wags now.

Q. That is the conclusion that, from the way the world wags, the man who tells the truth makes an ass of himself?—A. He injured himself by doing it.

Q. And you do not intend to injure yourself, if you can help it?—A. But I intend to tell the truth, if it takes me to the end of the session.

Q. Is there any other particular in McClelland's testimony which makes you think he makes an ass of himself?—A. I do not remember what it was now that he inclosed to me.

Q. I will continue the reading: "I don't know what Chittenden will say." You had this letter, but Chittenden had not testified, or you had not received his testimony?—A. I do not know whether he had or not.

Q. "He too may develop his ears." So you thought there was a possibility of Chittenden's making an ass of himself?—A. If he developed his ears, that would make an ass of him—I presume so.

Q. That is what you meant. Wherein did you think it possible for Chittenden to make an ass of himself by telling the truth?—A. I do not think that thing has been mentioned at all.

Q. You say that McClelland made an ass of himself by acknowledging the truth that his pavement was not a good pavement, and that his work was not well done, and you think, as the world wags, that was a very assinine thing on his part. I want to know how you know that Chittenden was going to make an ass of himself in this manner?—A. Chittenden did not lay any pavement, and could not make it in the same manner.

Q. What was it that you thought Chittenden might make an ass of himself about—by telling the truth?—A. I presume that he told the truth.

Q. What was it you thought he might tell that would be stupid on his part?—A. Did I say McClelland did not tell the truth? Did I infer anything of that kind?

Q. I want you to answer my question.—What was it you thought that Chittenden might tell which would be stupid on his part, or cause him to make an ass of himself? You say that might be so.—A. Well, if I said so, I will take it all back. I do not think he did.

Q. Since you have seen his testimony?—A. I don't think I said so.

Q. He was not guilty of any such weakness as McClelland?—A. He didn't lay any pavement here.

Q. I will read further from the letter: "And so may your humble servant, you can't tell, you know." So you were, too, apprehensive that you might make an ass of yourself if you came here to testify. "You can't tell, you know." Wherein did you think it was possible you might make an ass of yourself if you came here to testify?—A. I didn't want to come here to testify.

Q. That is not an answer to my question at all. What was it you were apprehensive you might do or say, or that might be drawn out of you?—

—A. That is just what I expected: something to be drawn out of me, wherein I might make an ass of myself. There is nothing on the surface, though, that appears that way.

This letter then goes on, "I bought the Sun, but fail to find that interesting column devoted daily to the 'board of public plunder.' Two very interesting editorials on the subject, however, appear, and will in a measure satisfy the public of this city for the loss of the Washington letter. I am nowhere in particular and everywhere in general nowadays, otherwise, no doubt, I should have received their subpoena before now. But I will soon feel like rising to explain my position." What is that position of yours that you would feel like rising to explain?

The WITNESS. Do I understand that that is in that letter?

Q. Yes, sir. You state that in that letter; you use this language in the letter, "but I will soon feel like rising to explain my position." What do you mean by that?—A. I do not know. It seems to be the habit of people here to explain.

Q. What position have you to explain? You say you would soon feel like rising to explain.—A. It imported that I was burdened with \$72,000, and I wanted to explain my position with regard to that. It is a very heavy load to carry.

Q. Have you explained your position in regard to that?—A. I have. I think I did yesterday.

Q. Have you told where all that money went for these notes, or the proceeds of them?—A. No, sir. I could not begin to tell where all the money went.

Q. Have you substantially told where it went?—A. Yes, sir.

Q. Where all of it went, as far as you know or believe?—A. I have answered every question frankly.

Q. I want to know whether you have done that; you say that the testimony you have given and that we have in writing shows to the best of your knowledge where those \$72,000 of notes or their proceeds went?—A. Yes, sir. I stated that.

Q. And have not omitted anything?—A. Nothing.

Q. In regard to the destination or ultimate use of that money?—A. I have not omitted anything.

Q. Was any of this money contributed by you, any of the notes or proceeds of them, for political campaign purposes?—A. I refer you to my testimony of yesterday. That states that.

Q. I was not here, and I will have to ask you again.

Mr. STEWART. That question was not asked.

The WITNESS. It was not—not a cent. I am not a politician, and I never spent a cent for any campaign I know of.

Q. I suppose the question has been asked you, but I will ask you again, as I was kept out of the committee-room yesterday a portion of the time while you were testifying. Why were you dodging about and trying to avoid coming before this committee in the way you were?—A. I do not say that I was.

Q. Don't you know that you were?—A. I am not aware of it.

Q. Why did you come to this city under a feigned name?—A. That is my business. I have done that often in my life.

Q. You have been accustomed to pass under an assumed name often in your life?—A. Yes, sir, I have; not passed under an assumed name, but I have registered different names often.

Q. Have you ever been employed as a detective?—A. No, sir.

Q. It was not because you belonged to any detective force that you

went about the country and registered yourself under a wrong name?—A. No, sir; decidedly not.

Q. Now, give us a specific answer. Why did you come here and record your name at the Ebbitt House, and also, I believe at the Washington House, as "Buchanan" at one place, and "Hogle" at the other? What reason had you for that?—A. I merely dropped the end of my name at the Washington House. I did not register my name or any name at the Ebbitt House.

Q. Did you not give your name to the clerk, and let him register you that way?—A. No, sir.

Q. How came your name to be on the register of the Ebbitt House as "Hogle"?—A. I think I sent it down by a hall-boy. It was sent down. I did not send it down.

Q. You did not suppose that would be causing the clerk to register your name?—A. I did not know it was registered. How should I know? I got the key of a room, and that was all I wanted.

Q. Let us get at the real substance of the thing. Why were you passing under these assumed names?—A. I told you yesterday that I came here to testify. I did not like the publicity of it. And I did not like the way the investigation was carried on. Persons have been allowed here to smutter over everybody, and I did not like that. I do not like anything disagreeable. I have avoided it all my life, or tried to.

Q. Were you apprehensive if you were to be examined here that you might smut somebody?—A. No, sir.

Q. Why should you have been afraid to come before the committee on account of this smutting over of people?—A. I am not afraid. I have said I have avoided disagreeable things.

Q. How disagreeable?—A. The publicity of it.

Q. Of what?—A. The examination as a witness.

Q. If a witness has a straightforward story to tell, is there anything disagreeable in telling it?—A. I think there is. I am here under restraint, and I do not like to be restrained.

Q. What did you come for at all, then?—A. To testify, because some people had placed me, I thought, in an awkward position.

Q. Why did you not come up then in a straightforward manner, like a man, to the committee and testify?—A. I thought Chittenden's testimony had explained everything away, and I was going away after I heard it.

Q. But you concluded you would come here in disguise, or under an assumed name, and in order to avoid the fact being known by the committee that you were here?—A. I did not care whether the committee knew it or not.

Q. Why, then, did you lay Mr. Mattingly under instructions not to disclose the fact that you were here?—A. I do not know that I did.

Q. Why did you tell Mr. Storrs not to tell anybody that you were here?—A. I don't know that I did.

Q. Do you believe that you did?—A. I think I didn't.

Q. Now, as I was not in when you were being examined on this subject yesterday, I want you to repeat what became of the proceeds of those \$72,000 notes.—A. I have told you all I know about it. I told you I was not here.

Q. You told us that one of the notes, the \$2,500-note, was paid.—A. I stated it was paid.

Q. That is the first \$2,500 you got?—A. It was paid here.

Q. Then you told us, didn't you, that there was a \$10,000-note paid?—A. I didn't.



Q. You sold two notes for \$15,000?—A. I sold two notes: one amounted to ten and one to five.

Q. And you gave for them between \$12,000 and \$13,000 in money?—A. In the neighborhood of \$12,000.

Q. Now, that disposes of \$17,500 of the notes, leaving \$54,500. Now, for this \$54,500 you got a piece of real estate in Chicago?—A. If that is the amount that was left, I got some real estate for it.

Q. And a pair of horses and a wagon?—A. Yes, sir.

Q. How much cash?—A. I don't remember the exact amount.

Q. I don't care about the exact amount. Come as near as you can to it.—A. I think it was between \$9,000 and \$12,000, or \$10,000 and \$11,000.

Q. Those are the proceeds of the remainder of these notes, \$54,500. That real estate, you say, was conveyed to your wife?—A. Yes, sir.

Q. And afterwards exchanged it for a lot in this city?—A. I did not state that it was to be exchanged.

Q. Didn't you state that a conveyance was made of a lot in this city to your wife?—A. Yes, sir.

Q. Since you were examined yesterday about the horses, have you found out where they are?—A. I have not inquired.

Q. What did you do with the money—nine to eleven thousand dollars in money?—A. I spent it.

Q. How did you spend it?—A. In various ways: a good deal of it here in Washington.

Q. To whom did you give it here in Washington?—A. I do not know; clothiers, dress makers, milliners, hotel men, &c. It is easy enough to spend that amount of money here.

Q. It is very easy; but the question is did you spend it in that way? As you are on the stand, and under oath, and sworn to testify to the truth, what we want to know is, did you spend it that way?—A. I have stated so.

Q. Didn't you state yesterday that you spent \$10,000 of it in the purchase of the Harewood estate?—A. That was out of the first notes I sold. You have got beyond that.

Q. You give no better account of what you did with the rest, than that you spent the money at tailors, dress-makers, mantua-makers, and such ways as that?—A. None, whatever.

Q. When did you get acquainted with the Rev. William Colvin Brown?—A. I think it was about the time I came here, or a short time afterward.

Q. How did you happen to become acquainted with him?—A. I became acquainted with him at the hotel, and sat at the same table with him.

Q. The acquaintance was picked up, then, without any introduction one way or the other; was that the way of it?—A. Yes, sir.

Q. How long after you had become acquainted did the Rev. William Colvin Brown inform you that he was aiding Chittenden?—A. He never informed me.

Q. Did Chittenden inform you?—A. No, sir.

Q. Then you never knew he was aiding Chittenden?—A. No, sir.

Q. You sat at the same table at the Arlington, you and he?—A. Yes, sir.

Q. You saw him daily, then?—A. Two or three times a day.

Q. And you never ascertained, either from him or from Chittenden, that he was also at work to get this contract?—A. No, sir; I had no idea that he was.

Q. Please to tell us what lead to the partnership between you and the Reverend Mr. Brown in the purchase of the Harewood estate?—

A. We were out riding one Sunday through the park—through the Harewood park. He was very much pleased with the place, and I knew Mr. Toms, and we applied there and inquired if it was for sale. I had no idea of buying it of anybody. He said Mr. Corcoran was selling a great deal of his property about here, and he supposed he would sell that. I inquired of Mr. Hyde when I got back there the next day, and he said Mr. Corcoran would sell it. He would communicate with Mr. Corcoran and find out the price.

Q. That was your inquiry of Mr. Hyde?—A. Yes, sir.

Q. How came the Reverend Mr. Brown to be in the purchase?—A. I have told you that we were out there riding in the park.

Q. You were out there riding, and when you went to inquire of Mr. Hyde whether Mr. Corcoran would sell that place, did you intend or expect that, if he would, Brown would be a co-purchaser with you?—

A. I had no idea of being in it myself at all at the time. I merely went for Mr. Brown. Mr. Brown said he would like to buy it. He represented himself as a man of means, and with very wealthy connections in Boston, and that he would like to buy it.

Q. When was it Brown said he would like to buy it?—A. On that day.

Q. The day you were riding out in the park?—A. Yes, sir.

Q. Did he propose to take you in as a partner in the purchase?—A. No, sir.

Q. When was it, then, that he proposed to take you in as a purchaser?—

A. Subsequently, but I do not know when.

Q. Did he propose it to you, or you to him?—A. He proposed it to me.

Q. Did he know you had been to see Mr. Hyde on the subject?—A. I went there at his request.

Q. Then he proposed to take you in as a purchaser with him?—A. He asked if I would not join. He said that it was too big a thing for him to handle alone.

Q. As an equal purchaser with him?—A. Yes, sir.

Q. The price was \$225,000?—A. Yes, sir.

Q. As you were equal purchasers, you would have to put up an equal amount with him in the purchase-money. Did you represent yourself to him as being able to put up \$125,000?—A. No, sir; I did not expect to.

Q. Did he expect you to do it?—A. No, sir.

Q. How, then, did you expect to pay for the property?—A. O, the way property is paid for now a days, they are not generally cash purchases, are they?

Q. I want to know about this.—A. I don't know the terms really. There was to be a small amount of cash—small compared with the amount of the purchase-money.

Q. I do not get your meaning?—A. Cash so much, and the rest ran on time.

Q. Exactly so; but those notes that were on time would have to be paid at some time?—A. O, undoubtedly, or else the property would go back to Mr. Corcoran. He was safe enough in the transaction.

Q. How did you expect to be able to pay these notes?—A. I did not know as I expected anything about it. I expected to sell the property at an advance as soon as I could.

Q. Did you execute your notes to Mr. Corcoran, you and Mr. Brown?—

A. No, sir; I said yesterday the title was not given me: no title passed.

Q. You simply put up \$10,000 forfeit. That was all, was it?—A. It was not a forfeit when I put it up. It was put up to bind the bargain.

Q. Without any contract being made?—A. I do not remember now—merely a receipt, I think.

Q. He gave you a receipt for \$10,000?—A. Mr. Hyde did.

Q. There was no memorandum made, or anything?—A. No, sir.

Q. Nothing in the world but a \$10,000 receipt?—A. That was all.

Q. Did Brown furnish half of that?—A. No, sir.

Q. Why didn't Brown put up some?—A. It was not convenient for him to do so.

Q. So the whole came upon you?—A. Yes, sir.

Q. You stated yesterday, if I understood you, that those \$10,000 had been returned?—A. So I hear.

Q. It was your money?—A. Yes, sir.

Q. To whom did you hear it had been returned?—A. To Mr. Brown.

Q. Have you inquired of Mr. Brown about it?—A. No, sir.

Q. Don't you know where he is?—A. I think he is in Germany.

Q. Have you written him on the subject?—A. I have.

Q. Have you asked him if he would give you back your money?—

A. I have asked him to remit.

Q. Has he done it?—A. No, sir.

Q. Will you please to explain how Mr. Brown came to get the \$10,000 back from Mr. Hyde. Did you give an order?—A. I know nothing about it except hearsay.

Q. Was the receipt given by Mr. Hyde, the receipt to you and Brown or to you alone?—A. I do not remember how it was.

Q. Where is that receipt?—A. I do not know.

Q. To whom did Mr. Hyde hand the receipt when he executed it?—

A. I think he handed it to me.

Q. What did you do with it?—A. I think I put it in my pocket.

Q. What did you do with it when you took it out of your pocket?—

A. I don't remember of taking it out of my pocket.

Q. You have no recollection of it?—A. No, sir; there is nothing in the world to conceal about that; nothing that relates to this investigation.

MR. THURMAN. You are not to be the judge of that.

THE WITNESS. I presume not.

MR. THURMAN. No, sir; that is very clear.

Q. I want to know if you have that receipt now?—A. No, sir.

Q. Are you sure of that?—A. Yes, sir.

Q. If you are sure you haven't it, then it must have been destroyed or lost?—A. That I could not say.

Q. You cannot say whether it has been destroyed or lost, and yet you are sure you haven't it?—A. I haven't it.

Q. Have you any recollection of giving it to anybody?—A. I do not know whether I gave it to Mr. Brown or not.

Q. You cannot tell anything about it?—A. No, sir.

Q. All this happened last year, didn't it; all this about this purchase, in 1873?—A. Last October I think.

Q. And you could pay out \$10,000, take a receipt for it, and have no sort of recollection of what you did with the receipt; whether you gave it to Mr. Brown or not. How did you learn Brown got the money?—A. I learned it from somebody here in Washington.

Q. Who was that somebody?—A. I think Mr. Thum told me he heard Mr. Corcoran had paid him back the \$10,000.



Q. Did not that naturally make you anxious to go and get that \$10,000 back, as it belonged to you?—A. I was a little anxious about it.

Q. What steps have you taken to get it back?—A. None, yet.

Q. Where did you see Mr. Thom when he told you that the money had been refunded?—A. I do not say that he told me so. He said that he heard Mr. Corcoran had paid it back.

Q. Where was it that he said that he had heard that Mr. Corcoran had paid the money back?—A. I saw him in his office.

Q. Where is that?—A. Near Mr. Riggs's bank, on Fifteenth street.

Q. Did you go to see him?—A. Yes, sir.

Q. Did you go to see him to inquire about that; whether the money had been repaid?—A. No, sir. I was in hopes I could learn something about it. I did not go for that purpose.

Q. Was Mr. Thom the man doing business for Mr. Corcoran?—A. I think he is a relative, or his wife is. They lived out there on the estate.

Q. Do not you know Mr. Hyde is Mr. Corcoran's man of business?—A. I do know it.

Q. You say that Mr. Thom told you that he had heard that Mr. Corcoran had refunded the money?—A. Yes, sir.

Q. About what time was that?—A. I think that was during the winter of 1873.

Q. During last winter?—A. Yes, sir.

Q. Cannot you come a little nearer than that?—A. I do not know. I do not know when it was.

Q. Did you then go to see Mr. Hyde?—A. No, sir.

Q. You did not?—A. No, sir.

Q. Did you go to see Mr. Corcoran?—A. No, sir.

Q. Did you take any step to inquire whether, in point of fact, Mr. Corcoran had not refunded the money?—A. No, sir.

Q. When did you write to Mr. Brown?—A. I have written not very long ago.

Q. How soon after hearing this from Mr. Thom did you write to Mr. Brown?—A. O, sometime after.

Q. About how long?—A. It was during this year, I think.

Q. And what did you say to him upon the subject of the \$10,000 in that letter?—A. He sent me a telegram from Hoboken that he could be back in six weeks and arrange what was just. That is all I heard, and he got on the steamer, the next morning I suppose, and left.

Q. At the time you learned from Thom that this money had been refunded, Mr. Brown was still in this country?—A. Why, no, sir. He got it, I suppose, and went abroad the next day just as soon as he got it.

Q. Did it occur to you to complain of Mr. Brown that he should pocket \$10,000 of yours and then take the ship the next day and clear out for Europe?—A. I was in Chicago at the time he cleared out. I did not know he had the \$10,000, and do not know it now.

Q. What you know on the subject is that Thom told you he had heard that the money had been paid?—A. Yes, sir.

Q. Didn't you say awhile ago that Mr. Brown, in answer to your letter, had promised that he would be back and make it all right?—A. No, sir.

Q. Well, you said you had written to him about this \$10,000, and asked him to remit, didn't you?—A. I said so.

Q. What was his answer to that?—A. I didn't tell you that I had an answer.

Q. That is what I want to know, if you had an answer?—A. I have

not. I told you that he had telegraphed to me the day he got on the steamer; that was six or seven months before I wrote him.

Q. He telegraphed you six or seven months before you wrote to him?

—A. I say he telegraphed me from Hoboken the day that he got on the steamer, I presume. I was in Chicago at the time.

Q. Now he telegraphed you six or seven months before you wrote him?

—A. Yes, sir.

Q. About the \$10,000?—A. I didn't write to him about the \$10,000.

Q. About the money?—A. I didn't write to him about the money.

Q. Well, then, about what time was it that he did telegraph you from Hoboken?—A. I think it must have been in October, 1872.

Q. How long was it after you paid the \$10,000 that you received the telegram from Mr. Brown, from Hoboken, directed to you at Chicago?

—A. I don't know. That \$10,000 was paid to bind the bargain, and the next payment was to be made on the 1st or 4th of October, but the payment was not made. It was soon after that that the money was handed to him, as I understood it, and he cleared out with it just as soon as he got it.

Q. When he telegraphed you from Hoboken, tell us, as near as you can recollect, what was the telegram he sent?—A. I told you just now.

Q. Just tell us again.—A. "Will return in six weeks and arrange what is just."

Q. You received that telegram in Chicago?—A. I think so.

Q. What did you understand by the expression, "Will arrange what is just?"—A. I never have been able to comprehend that.

Q. You do not comprehend it, then, at all?—A. No, sir.

Q. You do not know what it meant?—A. No, sir; I can understand what is just myself. I do not know what he had reference to.

Q. You did not know at that time that he had got the \$10,000?—A. No, sir.

Q. Did you suspect it?—A. No, sir.

Q. In point of fact, had he got the \$10,000?—A. That I merely know from hearsay.

Q. Now it never occurred to you to go and inquire of Mr. Corcoran or his man of business, Mr. Hyde, whether the \$10,000 was refunded or not?

The WITNESS. It never occurred to me?

Mr. THURMAN. Yes.

A. I never did do it. It might have occurred to me several times.

Q. But you never did?—A. No, sir.

Q. Did you ever write to him?—A. No, sir.

By Mr. WILSON:

Q. Did you ever write to Brown to remit you that money?—A. I wrote to them to remit.

Q. What?—A. What was just?

Q. What was that?—A. I do not know what he considered was just. I knew what I considered would be just.

Q. What was it you wrote to him in that letter?—A. It was very brief.

Q. What was it?—A. I am not very good at remembering letters. I do not write many.

Mr. WILSON. You write well when you do write, then.

The WITNESS. I do, oh! I am very sorry. It takes a great deal to explain them away, it seems.

Q. What was it you wrote?—A. I wrote him to remit any details he might arrange when he arrived.

Q. Details about what?—A. There seemed to be a question about what was just.

Q. What was it that you were telegraphing and writing about in reference to its justness?—A. I did not telegraph at all.

Q. He telegraphed to you, and you wrote to him; he telegraphed to you that he would arrange what was just?—A. Yes, sir.

Q. And you wrote to him to arrange what was just?—A. Yes, sir; I was very anxious he should.

Q. What was it all about?—A. Simply that.

Q. What was it about?—A. It was not an essay; I had nothing in particular to say to him.

Q. What was it you were writing and telegraphing about?—A. I was not telegraphing.

Q. He telegraphed and you wrote? He used the wires and you the pen?—A. Freely.

Q. You didn't seem to have used it very freely on this subject in the way of giving the details. Now, we want to know what was the subject—matter of that telegram and your letter?—A. My letter was written several months after that telegram. He didn't appear here—

Q. I don't care whether it was several months or several years. You were both treating of the same subject?—A. Yes, sir.

Q. What was the subject?—A. The subject of the Harewood purchase.

Q. Why did you not tell us that long ago?—A. Well, really, I should have been happy to, if that is what you have been after.

Q. I was trying to find out what it was you were writing and telegraphing about, and Senator Thurman has been after that for some time.

The WITNESS. Did I say he was engaged in this purchase of Harewood?

Mr. WILSON. Yes, you did.

The WITNESS. Well, that was the subject.

By Mr. WILSON:

Q. You say that is the subject. That is the first time you have given us that information. You have been here under two assumed names since this investigation began?—A. Yes, sir.

Q. Did you have any other name since this investigation began?—A. None except my own.

Q. Aside from your own?—A. Not that I know of.

Q. Did you see George Alfred Townsend in this city?—A. I do not know him; I might have seen him.

Q. Were you not on the street with him one day?—A. I might have been on the same street. I am not acquainted with him. I do not know him even by sight.

Q. Didn't you meet him under an assumed name?—A. No, sir; I never met the gentleman, to my knowledge.

Q. How were you going to get from Georgetown to New York when you left this city?—A. I was going to take the trip by steamer.

Q. What line were you going by?—A. By the John Gibson. I don't know what line it is. It leaves Georgetown early in the morning and Alexandria at 12 o'clock in the day.

Q. Is that the line that carries passengers?—A. I believe not. I am very well acquainted with the captain, and always promised him to go on a trip with him. He said he wanted to show me some good fishing.



Q. That is the way you were going to get around?—A. Yes, sir; I was going cheap.

Q. Did you have any special favors extended to you by anybody?—A. I didn't get on the steamer.

Q. Did you get a pass?—A. No, sir; I could have got a pass, I presume.

Q. Did you get one in fact?—A. No, sir.

Q. Did you have any arrangement by which you were to go free?—A. No, sir.

Q. Did you see the captain?—A. I hailed him as he was moving off the wharf. He asked me what I wanted. I told him I wanted to go to New York, and he didn't believe me.

Q. He went on without you?—A. Yes, sir.

Q. I want to know whether you had a pass on that steamer?—A. I did not. I did not apply for a pass.

Q. I should like to have a little more definite information as to where those horses are?—A. I can not give you any more than I did yesterday.

Q. Did you bring those horses from Chicago to Washington?—A. No, sir; I did not bring them.

Q. Were they brought to Washington?—A. Yes, sir; they were brought to Albany, and then from Albany to Washington.

Q. How many horses did you bring from Albany?—A. Six.

Q. At the same time?—A. Yes, sir.

Q. Those horses were black horses, were they?—A. Yes, sir; they call them black.

Q. They were shipped back to New York?—A. Yes, sir.

Q. By what line were they shipped?—A. I think by the John Gibson. That is the only line, I think, that was running.

Q. Do you say to the committee now that you do not know where either of those horses is?—A. I do not know.

Q. Now, I would like to know when you last saw either of them, and where, and in whose custody?—A. I saw them in the stable at Brooklyn.

Q. Are they there now?—A. I presume one of them is.

Q. Where do you think the others are—in New York State?—A. I am pretty sure they are in New York City or Nyaack.

Q. Who has the custody of them there?—A. I presume they are in my custody, ain't they? they are my horses.

Q. I do not think you have them with you; somebody has them in charge, I presume?—A. They may be in charge of the stable man.

Q. Is there anybody that you are holding responsible for those horses?—A. Nobody at all. They are my horses, and I take my own risk.

Q. Who has charge of them; you have left them in somebody's care, haven't you?—A. Why, I should leave them in the stable-man's care.

Q. Who is the stable-man in whose care you have left them?—A. I do not know what his name is. I think he is a horse-dealer, and lives at Nyaack, on the Hudson River.

Q. You do not remember his name?—A. No, sir.

Q. Have you any papers or letters or memorandum that will enable you to give us his name?—A. No, sir; I had some, but none now.

Q. What is your purpose now in keeping these horses out of the way?—A. I haven't any purpose whatever. I want to sell them. This man had a horse that he thought would mate him and he is trying him.

Q. How long has he been trying him?—A. I do not know—three or

four months. I am not buying any oats for him now. He is buying the oats for him now.

Q. He has had him for two or three months?—A. More or less.

Q. How much more or how much less?—A. I do not know how much more or how much less. That is near enough, I should think.

Q. One of them, you say, is worth \$1,000?—A. I presume he is worth that.

Q. What is the other one worth?—A. O, I don't know; I have tried to sell them very hard, and I could not get any bid on them.

Q. What do you think he is worth?—A. If I am able to keep him, I think two or three thousand dollars.

Q. You are letting that kind of property lie around loose, without knowing where it is?—A. Yes, sir.

Q. You do not know where it is?—A. I can find it, I think, if I should endeavor to.

Q. If you should endeavor to, you say you could find it. You can, then, probably tell us where it is. Where would you go to find it, if you were to start out on a vigorous search?—A. I should go right straight to Brooklyn.

Q. You would very likely find it there?—A. I think so. I would find out where it is, at any rate.

By Mr. HUBBELL:

Q. You would not go by the way of Richmond?—A. If my throat troubled me much I would go around that way.

By Mr. WILSON:

Q. Have you had any controversy since you came to this city about your testimony?—A. Have I?

Q. Yes.—A. I had some conversation in this room next there with—I don't know who it was. My testimony is not correct in many respects. That is the only thing I have to say about it. I had not read it before.

Q. Did you meet anybody yesterday after you testified?—A. I met a great many yesterday.

Q. Did you meet Mr. Moore?—A. No, sir.

Q. You did not see Mr. Moore?—A. No, sir.

Q. Have you seen him at all since you came to the city this last time?—A. No, sir.

The chairman having asked Mr. Mattingly if he had any questions that he desired to put to the witness, Mr. Mattingly responded in the negative.

Mr. Christy was then asked by the chairman if he desired to examine the witness, and he replied that he could not tell just now, but that he would look over his testimony between this and Monday morning, and announce at that time if he had any interrogatories that he desired to propound.

The witness was then requested to be in attendance on Monday morning.

The committee then adjourned until Monday morning at 10 o'clock.

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APRIL 28, 1874—7 p. m.

EMORY A. STORRS sworn and examined.

By Mr. THURMAN:

Question. You have heard the name of a Colonel Kirtland spoken of by Mr. Chittenden?—Answer. I have, sir.

Q. When did you see him last?—A. I have never seen the man introduced to me by that name. I have seen a man whom I think is Colonel Kirtland. The day when I saw him last it is impossible for me to state.

Q. State as near as you can.—A. I have been here so long and have got so completely confused in point of dates that it would be very difficult for me to state. I think it was nearly a week ago.

Q. Where did you see him?—A. I saw him at the Ebbitt House. He came to the Ebbitt House the day after I met the chairman of this committee. I think it was the day after. I cannot say that it was Colonel Kirtland, because the gentleman who had just withdrawn from the room, who has volunteered a good deal of advice and suggestion, and has come to my room and been there and ordered his dinners and had them charged to the room—

Q. Who is that?—A. Mr. Wilcox. He came to my room, and a gentleman who was introduced to me as a Mr. Hogle. I desire to be entirely frank with the committee, because I suppose that this is a private examination, and I never told a word of untruth in my life to anybody. I suppose it was Mr. Kirtland. I did not wish to hold any communication with him nor to have very much to say with him. He was there in my room. This other gentleman was there also. They both ordered their meals at my room, and they were charged to my room, and I suppose that I shall have to pay for them before I leave, as I ordinarily pay my bills. I can tell you pretty nearly when he left. It was the day before I saw the chairman of this committee. I told the chairman—and I told him with entire truth—that I had not seen Mr. Kirtland, and I had not at that time.

Q. The day after you saw the chairman, you mean?—A. Yes, sir; he came without any privacy, procurement, knowledge, wish, or desire of mine. I have looked upon most of these people who have been at my room as dead-beats, and have treated them accordingly; and if I had been at home, I would have put them out of my front window; but the business I have been here on has been of such a character that I did not regard it as safe.

Q. What time in the twenty-four hours was it that he was at your room?—A. I think it was about four o'clock in the afternoon when I went into my room. I inquired for the key at the hotel office, and they said that the key was in my room. I took the key and went there and found him, or rather found this Mr. Hogle.

Q. Was anybody with him?—A. There was nobody there with him at all. He was introduced to me as Mr. Hogle. I suppose it was Colonel Kirtland.

Q. Who introduced him?—A. He introduced himself. Let me state that before that time—the day before or the night before, a few hours I believe—Mr. Wilcox told me that a Mr. Simons was here, and I desire now to state that I had no interest on earth, except to protect my client, when I came here; not the slightest. I have not communicated with Governor Shepherd, except for the bare purpose of an introduction in this room. I have not seen him anywhere else.

By Mr. STEWART:

Q. Did you ever have any conversation with Mr. Mattingly with regard to Kirtland?—A. I did. I had three or four conversations with Mr. Mattingly. I met him at the club house. He told me that he desired very much that Kirtland should be here, and I told him that I thought he was here. That was the first day that I saw him, and three



or four hours after I saw the chairman of this committee, and he said that he was not here, he didn't believe that he was here, and that they desired him very much. This other gentleman came to my room.

By Mr. THURMAN.

Q. That is Mr. Wilcox?—A. Yes, sir: he took me in a carriage, and took me to his house. (I suppose it is,) and I saw the same gentleman. I did not have a conversation of two minutes with him, and the next day, to my infinite surprise, (as I state on my honor and under oath,) when I came back to the house, I found him in my room.

Q. The first time you saw him, then, was at Wilcox's?—A. It was at Mr. Wilcox's house.

By Mr. STEWART:

Q. Did you say to this man Hogle or Kirtland that he was not wanted here?—A. Nothing of the kind. I think the committee understand that Mr Chittenden was not very much interested in not having Mr. Kirtland here. Now, I call him Colonel Kirtland, on assumption; I presume that he was the man.

By Mr. THURMAN:

Q. How long was he in your room?—A. He staid there, I presume, two hours.

Q. Did anybody come in?—A. Mr. Chittenden came in while he was there. He remained, perhaps, half or three-quarters of an hour and left: and I know this, that as to his coming, as to his presence there, and as to his leaving, and I absolutely know this, neither Mr. Chittenden nor myself had the slightest part.

Q. Have you not seen him since he was at your room?—A. No, sir, I have not.

Q. Have you any idea where he is?—A. Not the slightest. I want to state this further to the committee, and this I told the chairman. I understood that Colonel Kirtland was here about four weeks ago in this city, and I understood that it was well known that he was here. Both Mr. Chittenden and myself supposed when we came here that Colonel Kirtland would be on the stand. Ira Holmes was here—the gentleman in whose hands those notes passed—and we both supposed that he would be upon the stand. I have been beset and bedeviled so much—

Q. What reason did Mr. Wilcox give for taking you to his house?—A. Mr. Wilcox came to me and said that Mr. Simons was here. I knew very well whom he meant.

Q. You thought he meant Kirtland?—A. I thought he did. I am speaking frankly with the committee, and I do not suppose that this testimony is to be published. I supposed that he meant Kirtland. He took me there and I went there. Mr. Wilcox came to my room and was there hour after hour. He was there this morning.

Q. Did Mr. Wilcox give any reason for his interest that he took in the matter?—A. Is it hardly fair to ask me that?

Q. I think it is; he is not your client.—A. He did.

Q. What reason did he give?—A. I cannot say that he gave a reason. I inferred a reason. I inferred a reason that sprang from impecuniosity, and I do not think that is very much out of the way.

Q. What did he want money for?—A. He did not state to me that he did want any. He did not say to me that he wanted any money.

Q. What reason did he give for asking you to go and see this man Simons?—A. He knew very well that I was counsel for Chittenden. I told him I did not believe that this man Simons was here at all. He

said that he would convince me of it. I went to his house. I saw there a gentleman that I was satisfied was Colonel Kirtland, and I did not have a conversation with him two minutes long.

Q. How long a time were you at the house?—A. I was not there five minutes.

Q. What did Colonel Kirtland want, or Simons?—A. He did not say a word. He did not say that he wanted anything. He appeared to be a very pleasant gentleman, as a great many of these common adventurers about Washington seem to be. He did not say that he wanted anything. I had no treaties to make with anybody and no trade to make; and did not make any and would not make any; and if I could have kept my room locked I would have had no embarrassment.

By Mr. HAMILTON:

Q. When you found him in your room what did Kirtland want? What was the object of his coming to your room, what did he say he wanted there?—A. That gentleman came to my room and said that Simons was here. He said that if he were examined injury would be done. I told him that I did not think Mr. Chittenden could be harmed.

Q. You say that this Simons or Kirtland came to your room?—A. No, no, no. He came without my knowledge, or previous announcement at all.

Q. When you found him there what did he say he wanted?—A. He did not say anything about that.

Q. Did you not have a conversation with him?—A. O, yes, sir.

Q. What was it about?—A. I cannot tell you what it was about. I think there were a couple of girls on the opposite side of the street that he had been inspecting at Willard's; that he opened conversation about.

Q. Nothing about his visit here in Washington?—A. Not at all, except this, in the course—perhaps not that conversation, but I can hardly tell when—the general purport of what I gathered from him was that he did not wish to be examined; and I simply asked him, so far as this investigation is concerned, whether anything he would say would be in contradiction of anything that Mr. Chittenden had testified to, and he said not. Then I said to Mr. Hogle—because I called him by that name, and he registered his name that way—“Then if what you can testify to will not be in contradiction of Mr. Chittenden, if Chittenden has told the truth in saying that he received no portion of the \$70,000 himself, I have no further use of you.”

Q. Did he say why he did not want to be examined?—A. He did not. I want to state here that I was very desirous of having but little conversation after I had discovered that point. Mr. Chittenden told me, on our way from Chicago, that he had never received a dollar himself. I had received a retaining-fee two days before I left, for the purpose of commencing a suit against McClelland on this contract.

Q. Did you tell Mr. Mattingly that this man Kirtland was here?—A. I told him that I thought he was here. He said he was not here.

Q. Did you not afterward tell him he was here?—A. No, sir.

Q. That you had seen him?—A. I think I saw him at the club after that, but I did not tell him.

By Mr. THURMAN:

Q. But after you saw Kirtland, did you tell Mr. Mattingly—A. No, sir; I did not tell him.

Q. Did you tell anybody that he was here?—A. I do not think I did.

Q. When you saw him you saw him first at Mr. Wilcox's house?—A. Yes, sir.

Q. Did you have any conversation with him about this business then?—A. I did. I had this conversation, and perhaps I ought to revise what I have stated here. I did ask him whether he ever shared any portion of the \$72,000 with Mr. Chittenden. My entire business here was to protect Mr. Chittenden. I have no interest in this District government at all. He said that he did not. I asked him, if put upon the stand, if he would testify that he never divided with Mr. Chittenden at all. I had a double view in that matter. In the first place, I wanted to protect Mr. Chittenden's veracity, and in the next place, under the peculiar wording of that contract, as you will see, there is a chance for charging that up as a part of the profits. I asked him that question explicitly, and perhaps two or three times. He denied it explicitly and squarely, and I left.

Q. In either of the conversations that you had with Mr. Kirtland did he say what he did with any of that money?—A. He did not say, and I did not ask him. I simply confined my questions to Mr. Kirtland to that one point, because it was the only question in which I had the slightest earthly interest.

Q. Where did you understand that he was staying in this city?—A. He was lodging with Mr. Wilcox.

Q. You said a little while ago that he registered his name as Hoyle?—A. He went to Wilcox's house, as I have told you. That is where I first saw him. Then I went to my room, about 4 o'clock in the afternoon, I think it was, and found him there.

Q. That same day?—A. O, no; the next day. The day I saw him, I first saw the chairman of the committee, and then I went up to Wilcox's house, saw Hogle, and never expected to see him again. I went back to my room, and found the door open, and found him there.

Q. That was the day after you had been at Wilcox's?—A. Yes, sir; he took another room, and registered his name as Hogle.

Q. At the Ebbitt House?—A. Yes, sir.

Q. Do you know how long he stayed here?—A. He must have stayed here two days.

Q. Cannot you recollect when that was?—A. I can tell you exactly by reference. I cannot recollect now.

Q. Was it last week?—A. O, yes; it was last week.

By the CHAIRMAN:

Q. You alluded to the time I spoke to you?—A. Yes, sir. I told you that he had been here three or four weeks before. That night I saw him and I was introduced to him as Simons.

The CHAIRMAN. I think that must have been Wednesday.

The WITNESS. I want to explain here that, as counsel, I had no earthly interest except for the protection of my client. I believe that Mr. Chittenden told the truth here, and was perfectly well satisfied that he had never received any of this money, and the reason that I went to see Colonel Kirtland—because that was undoubtedly the man—was precisely on that point. It was vital there and essential, because, if Mr. Chittenden had shared with him, it was important in the case I was about to bring in the city of Chicago against McClelland. For that reason I went. Mr. Wilcox hired a carriage, and I went with him to his house.

Mr. THURMAN. You think it was Wednesday, Mr. Allison, that you conversed with him?

The CHAIRMAN. I think it was. It was the same day that Mr. Wil-



son and I talked about it. Perhaps it was the next morning. It was right here at the committee-room.

The WITNESS. I met the chairman right on the stairs. I was asking for Mr. Chittenden's discharge, and wanted it. I told Mr. Chittenden I found out that Kirtland was here. I said I saw him in my room. I said, "You ought not to see Mr. Kirtland; the committee may recall you." He did come to see him at my room at the Ebbitt House, and, to my very great surprise, when I went in there, the very same day that I found them, I went in, and Chittenden and Kirtland were sitting there together.

Q. Was that the same day that you had gone to your room and found Kirtland there?—A. Yes, sir; it was the very same day, later, about 5 or 6 o'clock.

By Mr. WILSON :

Q. Chittenden and Kirtland were in the room together?—A. Chittenden said that it was a foolish thing for him to do; that he had no interest in the matter; and he told me when I came here that he expected Kirtland to be here, and, so far as his personal interests were concerned, was perfectly well satisfied that Kirtland would not, and could not, say a word that would reflect on the truth or correctness of any statement which he would make.

By Mr. THURMAN :

Q. Did Kirtland give any reason why he did not want to be examined?—A. Not the slightest. I was particular to have but very little talk with Mr. Kirtland. I did not want much talk.

Q. You say that he gave you no idea from which you could infer at all where any of that money went?—A. Not the slightest. I simply asked him that single question, and not another one. I asked him if he ever had divided with Mr. Chittenden; and he said no. Said I, "If you are put on that stand, would that be your testimony?" "Yes," he said. I said I had no further occasion to question him.

By Mr. WILSON :

Q. In that conversation did he give you any intimation as to what he would testify to relative to where this money had gone?—A. Nothing except this. Now I hope that this will not be published, because I want to be very frank. He said it would be very injurious.

By Mr. THURMAN :

Q. Did he say to whom?—A. No, sir; he said only that it would be very injurious if his testimony was taken. Said I, "So long as Mr. Chittenden did not divide with you," if you will permit me to use my exact language, I told him I did not care a damn about the injury.

Q. He did not give any reason why he was here under an assumed name?—A. Not the slightest.

Q. Did he say anything about his knowing that a subpoena had been left for him?—A. Not at all. I asked him the question; I said, "If you do not want to be put upon the stand, how happens it that you are in Washington?" Then he said to me, "I think Washington is the safest place to be in if I am wanted." Then I remarked to him, "So far as I am concerned, I can hardly understand why you are coming to me, because, if you have never divided with Mr. Chittenden, I have no further interest in the subject."

Q. Did he intimate that he wanted anything for absenting himself or keeping silent?—A. O, no; never to me. Of course he could not have

got anything from Mr. Chittenden, and I represent nobody else but Mr. Chittenden. He never intimated anything of the kind to me.

Q. Do you know when he left the Ebbitt House?—A. I could tell you the exact day by reference, but I could not tell you now.

By Mr. STEWART:

Q. He has gone from there now?—A. O, yes; you can understand that it has been a little tedious to me. I have been overflowed with guests, and it is the first time I have ever been before a committee of investigation, and I think it will be the last time. Men go through my room, and take my key, and come in and order dinner, and order cock-tails and charge them to the room.

By Mr. THURMAN:

Q. What manner of men are they?—A. I think the usual manner, in this community.

Q. Do you know any of their names?—A. Yes, sir; I know one of them.

Q. Who is he?—A. Mr. Wilcox is one.

Q. Do you know any others?—A. No, sir; but I have a great many friends here. I have never been a politician, but I have made a great many stump speeches, and have a vast number of friends, and everybody wants to render me assistance in this city.

Q. Cannot you recollect any of these gentlemen who have made themselves so free and easy in your room?—A. O, they have not the slightest connection with this business.

Q. I should like to know who some of them are?—A. O, well, they will not afflict you in this way, because you are better known than I am, sir.

By Mr. HAMILTON:

Q. Did you ask him if Mr. Kirtland had been subpoenaed?—A. No; I did not. I did not suppose that he had.

Q. Did he tell you that a subpoena had been left at his house?—A. No, sir. I did not suppose that he had been subpoenaed. I heard before I came from Chicago—at three o'clock Mr. Chittenden desired me to start with him for Washington, and the train left at a quarter past five. I had a case before the board of trade at half past three. The time was so short that I was not even able to get home, and I came here right along as I was in my office. There were two reasons why I came. First, he was in the same building with me, and, in the next place, I had been employed in this case against McClelland. Mr. Jarvis, of the Casanovia Bank, interested in that contract—interested with Mr. Chittenden—had retained me, and he said to me that he would send me the retaining fee.

Q. Has this banker been in Washington since you have been here?—A. He has been here, but not since I have been. He was here, and I saw his name in the Chicago papers announced as having been present in this city. He was here for at least two weeks.

By Mr. THURMAN:

Q. Since this investigation began?—A. Certainly, sir. He was here every moment of Jenkins's examination.

By the CHAIRMAN:

Q. About the committee-room, do you suppose?—A. I have no doubt of it, but I never said one word to him about this investigation. I had nothing to do with him. They undertook to put the bank into bank-

rupter, and I had something to do with that, but what surprised me was that he had not been examined. Mr. Chittenden and myself both supposed that he was here when we came.

By Mr. HAMILTON:

Q. Where does Mr. Kirtland reside?—A. I do not know that, sir.

Q. What makes you think he has gone?—A. Because I have not seen him.

Q. You do not know, then, that he has gone?—A. I do not know that he has gone.

Q. Did he say he was going?—A. He did not say anything about it. He went out of my room, and I have not seen him since.

Q. Then you do not know whether he has gone or not?—A. No; I do not know that.

Jarvis was in a matter of relation with Chittenden. Chittenden's property there has been burned up, and he has not been able to rebuild it. Jarvis is interested in this case against McClelland, and agreed to advance me my retaining fee. He agreed to send it to me. When we came here I expected to find Kirtland and Ira Holmes. We both came suddenly. I know that Mr. Chittenden had been very busy. I came as suddenly as I have stated to you; so suddenly that I did not even get a satchel to bring with me, and I supposed that I would find everybody here, and the question that I had consulted Mr. Chittenden particularly about was, what occurs to the committee as being a vital point, so far as it affected him, whether he ever divided with Kirtland. He told me that he never did, and that he had not any expectation that Mr. Kirtland would ever say that he had. That was the only inquiry that I ever made.

By Mr. HAMILTON.

Q. Were you asked if you knew that Mr. Mattingly had seen Kirtland?—A. Yes, sir; and Mr. Mattingly told me that he did not believe that he was here at all. I never told Mr. Mattingly that Kirtland was here. I told the chairman of this committee, and I think that he will bear me out in saying what I have said heretofore has been the truth, that I had not seen Mr. Kirtland, and I did not think that he was here. At that time I had not. My interviews with him were more involuntary than voluntary.

By Mr. THURMAN:

Q. Did you feel under any obligation to conceal from the committee the fact that Mr. Kirtland was in the city?—A. No, sir; I did not.

Q. Why did you not tell us then?—A. When I was asked the question I told the truth. But when you ask me why I did not come up here and communicate intelligence, I supposed I was through with Mr. Chittenden. I had been here from day to day to get his discharge. I knew very well that he was not responsible, either for Kirtland's presence or his absence. I knew it as well as I know my own existence, and I did not think that it devolved upon me to assist either public or private justice in that fashion. I was nothing more nor less than counsel.

Q. You did not keep the fact to yourself out of any fear that his testimony would injure Mr. Chittenden?—A. Not the slightest, because I know it would not. I am as certain of that as I am that I am sitting here now.

Q. Being perfectly satisfied that your client could not be injured, and



knowing that the committee were straining every nerve to get Kirtland here?—A. Excuse me; I did not know that the committee were straining any nerves at all.

Q. You knew we were holding Chittenden here to await his testimony?—A. Not at all, sir, until this morning.

By Mr. THURMAN:

Q. Did you not know before this morning that we were anxious to get Mr. Kirtland?—A. No, sir; I did not. I might have suspected that, but I did not know that you were holding Mr. Chittenden on account of Kirtland until this morning, when Judge Merrick told me.

Q. Did you not know that we had sent for him?—A. No, sir; I did not know that you had sent for him.

Q. You were at the Ebbitt?—A. Yes, sir.

Q. Did you not know that Mr. Wilson was also at the Ebbitt?—A. I knew that very well. I know I talked with Judge Wilson, perhaps improperly, because the position which you hold is something of a judicial one. I urged upon him the discharge of Mr. Chittenden. I knew Judge Wilson knew I was there. Judge Wilson has never told me that they were straining every nerve to get Mr. Kirtland, or anybody else.

Q. You were aware that we were trying to make a pretty thorough examination?—A. I want to tell you that I have not paid very much attention to this investigation, and know, perhaps, as little about it, except as it relates to my own personal client, as any man in the country. I have not paid the slightest attention to it.

Q. Did Mr. Kirtland request you to keep his presence here a secret?—A. I do not think he ever said a word to me on that subject.

Q. Did Mr. Wilcox?—A. Perhaps Mr. Wilcox might. That might have been done; I do not know. It would be utterly impossible for me to tell, because I felt that I was between the fires, and felt that my own client was safe, and felt that discretion was the better part of valor, and that the less I talked the better I was off.

By Mr. STEWART:

Q. That is one reason why you did not object to Wilcox's liberality with your dinners and room?—A. Well, perhaps, I ought not to have stated that. I thought, perhaps, however, that it was not quite the thing to do.

By Mr. HAMILTON:

Q. You think you did not tell Kirtland that these people here did not want him?—A. I am perfectly certain that I did not tell him that these people did not want him.

Q. Nor that he was not wanted?—A. Yes, sir; I am certain of that. I told him that if he told me what was the truth I did not care.

Q. That you did not want him?—A. No; I did not care.

Q. Did not care what?—A. Did not care whether he was sworn or whether he was not sworn; that so long as he did not divide with Chittenden, that that was the vital point between him and Chittenden.

By Mr. WILSON:

Q. Did you infer from Kirtland's conversation that, if he testified and he should tell the whole truth in regard to this thing—his whole connection with it—his testimony would be very damaging to men occupying high positions?—A. Is that a question that I have got to answer?

By Mr. THURMAN:

Q. I do not see any reason why you should not answer.—A. Yes, sir; I did.

By Mr. WILSON :

Q. Now, I should like to have you state to the committee just what he said to you which gave you that impression.—A. That is just what he said. You have just stated it.

Q. I would be glad to have you repeat it, as nearly as you can, in his own language.—A. You have stated it, judge, as nearly as I can state it.

By Mr. THURMAN :

Q. That his testimony would be very damaging to people in high position?—A. Yes, sir; to people in high position. That is as near it as I can state it—as near as if you had been present. I told him that I did not care to pursue the subject. I simply wanted to know about one point, whether he had ever divided with Chittenden, and I kept the line right there, and I would not diverge from it at all.

Q. Did you think it would be a matter of any importance in the suit against McClelland whether he had divided with Chittenden or not?—A. Very greatly, sir. Most decidedly, I did think it so.

Q. Did it never occur to you that if he were called on the stand to testify before this committee, and testified that he never had divided, that that might be of some advantage to Mr. Chittenden?—A. No, sir; because I looked at it precisely in this way: Mr. McClelland knew perfectly well of the giving of these notes, and he gave them himself. DeGolyer & McClelland gave those notes. They were signed by them, and payable to their own order. It was for them to prove that there had been a division, and not for us to prove that there had not been any. I was reading McClelland's testimony, and knowing just how fallible portions of it were, as have been developed here by the record evidence, I wanted to protect—not protect, but I wanted to know what the fact was as to the balance. In a professional sense, I had no care.

By Mr. WILSON :

Q. Did Mr. Kirtland, in any of the interviews that you had with him, say anything about any other contract than the DeGolyer & McClelland contract?—A. No, sir; my conversations with Mr. Kirtland, all that I ever had with him, as I have already stated here, were, (after I had passed what I conceived to be the vital point of his testimony,) very limited. I would not permit much conversation. It was social rather than otherwise. I am a lawyer, and there are gentlemen on this committee who are lawyers also, and I did not want to converse upon topics that did not interest me nor my client. I thought that that particular topic interested my client exceedingly, because I supposed that, if Mr. Chittenden had really been dividing that \$72,000 with Kirtland, it would not only seriously affect his case, but would ruin him as a man.

Q. Have you met a man by the name of Moore since you came to this city?—A. Yes, sir; I met him at the Washington Club.

Q. Where else did you meet him?—A. I met him this morning at my room—no, not at my room—in the office at the hotel.

Q. Have you met him at any other point in this city?—A. Yes, sir; I saw him on Sunday casually, on the street, and had a very pleasant interview with him.

Q. Did you meet him at any other point?—A. No, sir; I have met him three times. I met him at the club; I met him Sunday on the street, which was a matter of mere accident, and I met him this morning at the hotel.

Q. How did you happen to meet him at the club?—A. I had an ap-

pointment with Mr. Mattingly at the club, and as I was about leaving Mr. Mattingly very politely asked me up at the club, and I went there. It is hardly necessary perhaps to state what occurred there, but there was the usual entertainment. As I was about leaving I was introduced to Colonel Moore, by Mr. Mattingly, I think. On Sunday I was out on the sidewalk, and met him again. There were one or two other gentlemen with him, whose names I do not remember now, and I had a very pleasant interview with him of about half an hour, which had no earthly relation to this case, and this morning I met him again at the office at the Ebbitt House.

Q. Has he been to your room since you have been here?—A. No, sir; O, yes, he was at my room on Sunday, he and three other gentleman.

Q. Who were the other three gentlemen who were with him?—A. I think Mr. Crittenden was with him, and one or two other gentlemen whose names I do not now recollect. They staid about fifteen minutes. We had there what we call a Rain-bow—piece—and dispersed.

Q. How long were you with him at the club?—A. I was with Colonel Moore for ten minutes at the club. I was about leaving when I was introduced to him.

Q. You say you had an appointment with Mr. Mattingly. Where was that appointment?—A. Mr. Mattingly invited me to meet him at the Washington Club, and take luncheon with him. I was too late, because I had been to the opera. I went there, however, and found him. I was very pleasantly entertained by him and some other gentlemen, and just as I was about leaving I was introduced by him to Colonel Moore. I did not expect to see Colonel Moore, and do not know that up to that time I ever heard his name.

Q. Who were the other persons you met there beside Moore and Mattingly?—A. That is very difficult for me to tell. I was introduced to a great many people.

Q. Did you meet any of the members of the board of public works?—A. I do not know who they are.

Q. Governor Shepherd is one.—A. Governor Shepherd was not there.

Q. Mr. Magruder is one.—A. He was not there.

Q. Mr. Willard is another.—A. Mr. Willard was not there.

Q. Mr. Cluss is another.—A. I did not meet him. I have met Governor Shepherd in this room, and was introduced to him by some gentleman, whom I cannot tell; but never met him out of this room, except last Friday. As I was passing out I met him standing here, when the committee went on its tour of investigation.

Q. Have you, at any time, communicated to Mr. Mattingly, or any other person in this city, what Mr. Kirtland would probably testify to in the event of his being brought before the committee?—A. I think that I have perhaps told Mr. Mattingly that Mr. Kirtland's testimony, while it would not inflict the slightest injury to Mr. Chittenden, would be injurious. Mr. Mattingly said to me in respect to that—that was before I ever saw Mr. Kirtland, and before I was here—I had heard a letter had been placed in the hands of the committee. He said that he desired to have Mr. Kirtland here, and they were going to get Mr. Kirtland, and that he was going to use every exertion in that direction. I told him I thought, from what I had heard—Mr. Wilcox had told me of a letter before I ever saw Mr. Kirtland, which was placed in the hands of the committee, in which Kirtland had stated, as I understood him—I presume the committee have the letter; I have never seen it and cannot swear to its contents—that his (Mr. Kirtland's) testimony would be injurious. Mr. Mattingly has always manifested to me the strongest



disposition to produce Mr. Kirtland here, in every conversation which I have ever had with him on the subject.

Q. Did you ever inform Mr. Mattingly after you had seen Kirtland that Kirtland's testimony would be injurious?—A. No, sir; Mr. Mattingly does not know, from anything that I have ever said to him on the subject, that I ever saw Mr. Kirtland.

GEORGE R. CHITTENDEN sworn and examined.

By Mr. THURMAN :

Question. When did you see Mr. Kirtland?—Answer. I saw him last Thursday night.

Q. Is that the last time you saw him?—A. Yes, sir.

Q. When was the last time before that you saw him?—A. I think seven or eight months. I do not know but it was nearer a year.

Q. Did you see him but once last week?—A. That was all.

Q. Where did you see him?—A. I saw him at the Ebbitt House.

Q. In whose room?—A. I think it was 206.

Q. In whose room?—A. Mr. Storrs's room.

Q. Who was present?—A. There was no one present at the fore part of the interview. The interview lasted fifteen or twenty minutes, perhaps.

Q. The whole interview?—A. Yes, sir.

Q. Did you go with him to that room?—A. No, sir; I did not.

Q. Did you meet him there by appointment?—A. He sent a note to the Arlington asking me to come over and see him.

Q. From the Ebbitt House?—A. Yes, sir.

Q. Why did you not go to his room?—A. I think he stated in the note to come to 206.

By Mr. WILSON :

Q. Have you that note?—A. No, sir; I have not.

By Mr. THURMAN :

Q. That was last Thursday evening?—A. Yes, sir; about 10 o'clock.

Q. Did he tell you why he wanted to see you?—A. No, sir.

Q. What reason did he give for inviting you over there?—A. I suppose, since we had not met for so long, he would like to see me. I would have liked to have seen him too.

Q. Was that the reason that he gave, or did he give any?—A. He did not give any.

Q. What did you talk about?—A. I talked about the investigating committee, that is, of the testimony that I had given in this case, and I asked him if he had read the testimony.

Q. What did he say to that?—A. He said he had.

Q. Then what occurred? State the whole conversation.—A. I told him that I had been very full in my testimony, and asked him if he had read my testimony in full, and he replied that it was correct, or words to that effect, and that he had read it through very carefully and found it to be correct.

Q. Did he say how long he had been in the city?—A. He did not say anything about that; no, sir.

Q. Did he say when he came?—A. Not a word about that.

Q. Did he say where he had been in the city?—A. No, sir.

Q. What name did he sign to the note that he sent to you?—A. Well, think, Senator, he signed the name of Hogle; I think so.

Q. How did you know, then, when you got a note signed Hogle that it was Kirtland?—A. Well, I mistrusted it.

Q. What made you distrust it? Had you heard that he was in the city?—A. Yes, sir; I heard that he was in the city.

Q. Who had told you?—A. I say that I had heard that he was in the city. There was a gentleman by the name of Wilcox, who, I think, Monday evening intimated to me or asked me if I would not like to see Mr. Kirtland. I think it was Saturday night.

Q. Last Saturday night a week?—A. Yes, sir; I think so.

Q. Mr. Wilcox asked you if you would like to see Kirtland?—A. Yes, sir. Words to that effect.

Q. What did you tell Wilcox?—A. I told him that I was a witness; that I could not say anything. I should like to see Kirtland well enough, but that I presumed that I would see him on the witness-stand, and hoped that he would go on Monday morning. That was my statement.

Q. To Wilcox?—A. Yes, sir; I hoped that he would go on the witness-stand Monday morning.

Q. Where was that conversation with Wilcox on Saturday?—A. That was in the Arlington Hotel.

Q. He called to see you?—A. He was passing through the hall.

Q. Did he tell you that Kirtland was in town?—A. I do not know that he stated that Kirtland was in town. I think he asked me the question simply if I would like to see him.

Q. Without saying that he was in town?—A. No, sir; he did not say that he was in town.

Q. Did you arrange any meeting with him?—A. No, sir; I did not.

Q. When did you see Wilcox next?—A. I think I was going up to the Capitol Monday or Tuesday, Tuesday perhaps, and I saw Wilcox in the street, I think so.

Q. What did Wilcox say?—A. Well, we simply said "Good morning," and I think that I introduced him to Mr. Storrs, or he knew that Mr. Storrs was my attorney.

Q. That was on Monday?—A. Yes, sir; Monday or Tuesday, I think.

Q. When did you state to Storrs that Kirtland was in town? When did you tell Storrs of this conversation with Wilcox that you had Saturday?—A. I think it was on my way to the Capitol.

Q. On Monday?—A. Monday or Tuesday.

Q. That you told Storrs?—A. I think so; yes, sir.

Q. You did not tell him then the same day?—A. I told him the conversation that was held in the hotel with Mr. Wilcox.

Q. You told him of that conversation?—A. Yes, sir.

Q. Was it in the night or in the day that conversation at the Arlington occurred?—A. That was in the evening, I think, sir.

Q. After dinner?—A. No, sir; I think it was before dinner. I don't know whether it was before or after dinner.

Q. You did not tell that to Storrs the same night?—A. No, sir.

Q. Did you tell him Sunday?—A. No, sir; I did not.

Q. Did you not suppose, from what Wilcox said, that Kirtland was here?—A. I did not know whether he was or not. I supposed, of course, he would be on the witness-stand Monday morning.

Q. Did you not suspect, from what he said, that he was here?—A. I must say that I received an impression to that effect.

Q. But you said nothing of it to Mr. Storrs?—A. No, sir; I believe not.

Q. Neither then nor Sunday; but Monday or Tuesday you mentioned it to Storrs?—A. Storrs was with me, going up to the Capitol, and

Wilcox passed by. I did not know his name at that time; he was almost a total stranger to me. I mentioned that fact to Mr. Storrs.

Q. Do you know whether Storrs went to see Kirtland?—A. I do not know anything about that at all.

Q. Did Storrs say anything to you about his going to see Kirtland or not?—A. Not a word.

Q. Did he say anything to you whether he had gone to see him or not?—A. No, sir; not a word.

Q. You do not know, then, whether he went to see him or not?—A. Not a word.

Q. In this conversation that you had in Mr. Storrs's room with Kirtland, did Kirtland say anything about testifying?—A. There was a general talk. I stated to Colonel Kirtland that I hoped he would go on the witness-stand soon.

Q. Did he say anything as to his disposition to come forward and testify?—A. No, sir; not a word.

Q. Did he say what his testimony would be?—A. No, sir; he said nothing except so far as my testimony was concerned. He said it was correct.

Q. Did he say anything about what would be the effect of his testimony, should he testify?—A. Not a word to me.

Q. Did he say whether it would affect anybody or not?—A. Not a word.

Q. Whether it would be prejudicial to anybody?—A. No, sir.

Q. Or injurious; anything of that kind?—A. Nothing at all.

Q. He gave no reason, then, for wishing to see you?—A. Except—he gave no reason for it, sir. It was simply in a friendly way; more in a friendly way than any other.

Q. Did anybody come in while you were there?—A. Mr. Storrs.

Q. How long did he remain?—A. That I do not know. I bid Mr. Kirtland good-night and Mr. Storrs, and left.

Q. And you think you only staid about fifteen minutes?—A. But about fifteen minutes, I should think.

Q. Do you know where Mr. Kirtland is?—A. I have not the slightest idea.

Q. Have you any idea whether he is in this city?—A. I have not, sir.

Q. Did you learn from him that he had been at the house of this Mr. Wilcox?—A. I did not.

Q. Did you learn that from Mr. Wilcox himself?—A. Well, I am not sure; I think not; I think I did not learn that.

Q. Did Kirtland say anything about a subpoena having been left for him at his house in New York?—A. I think Kirtland told me that he had been subpoenaed.

Q. That is, to appear before this committee?—A. Yes, sir.

Q. Did he say whether he would obey the subpoena or not?—A. He did not.

Q. He did not say whether he would testify, then, or not testify?—A. No, sir; he did not say a word.

By Mr. HUBBELL:

Q. What impression did you receive?—A. I received the impression that he would testify.

Q. That was on Thursday night?—A. Yes, sir.

Q. Did you tell anybody that Kirtland was here?—A. No, sir.

Q. Knowing that the committee was anxious to procure his attendance did it never occur to you that it would be right and proper for you



to tell the committee that he was here?—A. Well, I did not think that was my business, sir.

Q. It did not occur to you that it was?—A. No, sir; it did not.

By Mr. HAMILTON:

Q. Were you at Wilcox's house?—A. No, sir.

Q. You did not meet Kirtland there?—A. No, sir; the only interview I have had is the one referred to by invitation of Colonel Kirtland.

By Mr. WILSON:

Q. Did not Kirtland tell you whom he had met since he had been here?—A. No, sir.

Q. Did he tell you how long he had been here?—A. Not at all. The interview that I had with Wilcox was the only impression I had in regard to his being here.

Q. Do you know whether he met Mr. Moore here?—A. I do not.

Q. Do you know Mr. Moore?—A. Yes, sir.

Q. Where did you meet him?—A. I became acquainted with Mr. Moore in Washington when I came here to do this business.

Q. Where was he when you became acquainted with him?—A. That I cannot tell you; I met him incidentally.

Q. Where did you meet him?—A. That I cannot tell you.

Q. Do you know what business he was engaged in at that time?—A. I think he was in the plumbing business.

Q. Do you know with whom?—A. I think in Mr. Shepherd's store.

Q. Did you ever meet him there?—A. Yes, sir; I have met him there. I say that he is in the plumbing business—he is in the store with Mr. Shepherd.

Q. Did Mr. Moore ever call on you at the Arlington?—A. Well, I do not know.

Q. Did you ever see him at the Arlington?—A. I presume I may have seen him.

Q. Do you recollect of any conversation with him there?—A. I may have had some, but I do not know that I ever did meet him at the Arlington.

Q. Did you ever see him and Kirtland together?—A. No, sir.

Q. Do you know of Kirtland having interviews with him?—A. I do not, positively.

Q. Do you know from Kirtland's statements to you that he did have an interview with him?—A. Of course this refers to former times.

Q. Yes. The time you were negotiating this thing?—A. I do not know that Kirtland ever stated that he had interviews with Moore.

Q. Do you know from any fact or suggestion that he and Kirtland did have interviews?—A. I do not call to mind anything to indicate that.

Q. You have seen them together, however?—A. I do not know that I ever saw them together. If so it was simply incidental; the same as myself and Colonel Moore.

Q. Have you seen Colonel Moore since you came here this time?—A. Yes, sir.

Q. Where?—A. I think I called at his store.

Q. How often?—A. I may have dropped in at his store twice.

Q. Has he been to see you at the Arlington?—A. He has not.

Q. Have you met him at any other place than at his store?—A. I may have met Colonel Moore once.

Q. Where?—A. At the club, I think I met him.

Q. How many times?—A. Only once.

Q. Who was there ?—A. There were several gentlemen.

Q. Please name them, if you can remember their names ?—A. I think Mr. Storrs and Mr. Kilbourn.

Q. Who else ?—A. I do not know that I met Colonel Moore with those parties, but I saw these different parties.

Q. Were you dining or lunching there, or having some little convivial assemblage ?—A. Very slightly convivial, sir ; not very much so. We simply met incidentally and had a glass of wine, perhaps.

Q. Who else did you see besides Mr. Kilbourn ?—A. I met several gentleman there.

Q. Can you not name any of them ?—A. I think I met a Mr. Gideon.

Q. Who is he ?—A. He is a gentleman who drops into the club frequently.

Q. What does he do ; what is his business ?—A. I do not know that.

Q. Did you meet Mr. Mattingly there ?—A. Yes, sir ; I have done so.

Q. Mr. John O. Evans ?—A. No ; I do not think I know Mr. Evans at all.

Q. Do you remember anybody else whom you met there ?—A. I do not call to mind any one else.

Q. I wish you would try and recollect any other persons who were there ?—A. I do not know but what I saw Mr. Harrington there.

Q. Have you been at the club more than once since you have been here ?—A. I have been in there several times, sir.

Q. Have you met those same parties every time ?—A. No, sir.

Q. How long were you at Mr. Moore's store the first time you were there ?—A. I think, the first time, it was about five minutes. I said, "How do you do," to Colonel Moore, and passed out.

Q. How long were you there the next time ?—A. I suppose I might have been there ten minutes.

Q. Where did you see Mr. Moore when you were in the store ?—A. I saw him at his books in the office where he attends to them.

Q. Is it a private office ?—A. No, sir ; it is public.

Q. Was anybody else there except yourself ?—A. I think there were two or three parties coming in and going out. I think there was one party there.

Q. Did you have any conversation with him in regard to the matters connected with this investigation ?—A. I think that I said to him that I was anxious to get home.

Q. Was there any talk about the defense of this case ?—A. No, sir ; not at all.

By Mr. HAMILTON :

Q. Did you meet Mr. Moore at Mr. Storrs's room at the Ebbitt House ? A. I think that Colonel Moore and Mr. Gideon came there Sunday, and I met them there. It appears to me that I did.

Q. How long were they there ?—A. O, I think, five or ten minutes.

Q. Were not they up in Mr. Storrs's room ?—A. Up in Mr. Storrs's room.

Q. And they made quite a stay there ?—A. I think, about ten minutes. I was going from the Ebbitt House and the Arlington, and met Mr. Moore and Gideon coming across to the hotel, and I went back to the hotel and went up to Mr. Storrs's room a few moments.

By Mr. BASS :

Q. Did Mr. Kirtland at the time of your negotiations for this contract advise you that he expected to use any part of that \$72,000 through Mr. Moore ?—A. No, sir.

Q. Did you tell Mr. Storrs, your counsel, that he did ?—A. No, sir ; I believe not.

Q. What do you say ?—A. I believe not.

Q. Did you not give your counsel, Storrs, to understand before you came to this city, or since you came, or while you were on the way, Colonel Kirtland was to pay some portion of these moneys for the proceeds of the notes to Colonel Moore ?—A. No, sir ; I did not, because I did not know it.

Q. Did you not understand that it was to be done in that way ; that the contract was to be procured through Colonel Moore ?—A. No, sir ; I did not. I do not know what he did with a dollar of this money.

Q. Did you not believe that it was to be obtained through Colonel Moore ?—A. I could not believe that.

Q. I do not ask you whether you could or could not. Did you in fact believe or understand that the contract was to be obtained through Colonel Moore's influence ?—A. No, sir ; I did not know anything about it.

Q. Answer the question. Did you understand or believe, upon information or suspicion, not upon your knowledge—but I ask you for your suspicion or belief—that the contract was to be obtained by Mr. Kirtland through Colonel Moore ? A. I know nothing about it, sir.

Q. Well, sir, answer the question. Did you believe, or suspect it, or understand it ; was that a part of your suspicion and belief ?—A. I know nothing about it, sir, at all.

Q. Well, sir, you have said so ; now answer the other question.—A. My impression was that Colonel Kirtland had some influence, but I did not know where it was, or anything about it.

Q. Did you understand or suspect that that influence was to be exercised through Colonel Moore ?—A. I did not.

By Mr. THURMAN :

Q. You had no such suspicion ?—A. I had no such suspicion.

By Mr. BASS :

Q. No such information ?—A. No such information.

Q. Did you not advise your counsel that that was your suspicion and understanding ?—A. I did not so advise him that I remember.

Col. WILLIAM G. MOORE, having been duly sworn, was examined.

By Mr. WILSON :

Question. Are you acquainted with a man by the name of Kirtland ?—A. Yes, sir.

Q. When did you last see him ?—A. I saw him—I will try and recollect the time, sir—I am not sure ; I think it was—it must have been—Friday or Saturday last ; I am not sure about that.

Q. Where did you see him ?—A. I saw him at the Ebbitt House.

Q. How long before that had you seen him ?—A. I saw him, I think, some time last summer ; but I am not sure about that, however.

Q. Have you not seen him since last summer until last Friday or Saturday ?—A. I think not, sir.

Q. Where did you see him at the Ebbitt House ?—A. He was in a room on the third floor, the number of which I do not recollect.

Q. Whose room was that ?—A. His own room, I understood from him.

Q. How did you happen to see him there ?—A. I was told that he was there, and desired to see me.



Q. Who informed you that he was there ?—A. Mr. William F. Mattingly.

Q. Where did Mr. Mattingly give you that information ?—A. I met him, I think it was, at the club-house on New York avenue.

Q. Did Mr. Mattingly inform you what he wanted to see you about ?—A. No, sir; he did not.

Q. Where was it Mr. Mattingly informed you that Mr. Kirtland wanted to see you at the Ebbitt House ?—A. I think it was at the club, though I may be mistaken; I am not sure about that.

Q. When was it ?—A. It could not have been at the club-house, sir, because I saw him, I think, on the afternoon of the same day that Mr. Mattingly informed me that he desired to see me.

Q. Where was Mr. Mattingly when he informed you—where were you and Mr. Mattingly when you got the information from him that Mr. Kirtland was at the Ebbitt House and desired to see you ?—A. At my place of business.

Q. Where is that ?—A. 910 Pennsylvania avenue.

Q. What is your business ?—A. I am a member of the firm of A. R. Shepherd & Co., plumbers and gas-fitters.

Q. What time in the day did Mr. Mattingly give you that information ?—A. Probably in the afternoon, sir.

Q. What time in the afternoon ?—A. It is impossible for me to say, sir.

Q. Was it late in the evening or nearer noon ?—A. No, I do not think it was late in the evening. I think it was some time in the afternoon, but what time I could not say.

Q. I would be glad if you would fix the day now, if you can.—A. I have no means of fixing the day.

By the CHAIRMAN :

Q. Was it a rainy or a dry day ? Saturday was a wet one and Friday was a dry one—

Mr. THURMAN. Friday was the day we were inspecting the city. I do not think it was that day, because Mr. Mattingly was with me in the carriage all that day.

The WITNESS. I do not think it was that day.

By Mr. THURMAN :

Q. Mr. Mattingly set me down at my house about half past six or nearer seven; was it after that or before that in the afternoon ?—A. It was in the afternoon, if I mistake not.

Q. It was then before 6 o'clock ?—A. Yes, sir.

Q. Then it could not have been Friday. Was it Saturday. That was the rainy day.—A. No, sir; I do not think it was Saturday, because that was a very busy day with me, as I pay my hands off. I am generally detained in the store until 7 or 8 o'clock in the evening.

By Mr. WILSON :

Q. Then it must have been prior to Friday ?—A. Yes, sir.

Q. Did Mr. Mattingly tell you how you would be enabled to find Mr. Kirtland at the hotel ?—A. He told me the number of his room.

Q. What was that ?—A. It is mere conjecture, but I think the number was 104.

Q. Did he inform you under what name Mr. Kirtland was passing there ? Was it 104 or 256 ?—A. I cannot remember the precise number of the room; it was on the third floor.

Q. Did he tell you it was on the third floor ? A. Yes, sir.

Q. Did he give you directions how you would find that room other than giving you the number?—A. He just gave me the number and said it was on the third floor.

Q. Did he give you the name under which Mr. Kirtland was passing at that hotel?—A. I think he did.

Q. What was the name?—A. I will try and recollect it.

By the CHAIRMAN :

Q. Was it Hogle?—A. Yes, sir; that is it.

By Mr. WILSON :

Q. Is that the only place in this city that you have seen Mr. Kirtland?—A. The only place, sir.

By the CHAIRMAN :

Q. And the only time?—A. And the only time since last summer, or early in the fall, perhaps.

Q. Why did Mr. Kirtland want to see you?—A. I have known him since, perhaps, 1862 or '63. I used to meet him quite frequently when I was connected with the administration of ex-President Johnson.

Q. Did you send your card to his room when you went there?—A. No, sir; I went to the door and rapped. The way I found the room I met a chambermaid in the passage, and asked her to show me to this number, and she showed me to the room, and I simply rapped, and this gentleman came out.

Q. Was there any direction given you as to how you should rap?—A. No, sir; nothing of the kind at all.

Q. When you got into that room what did Mr. Kirtland want to say to you?—A. Nothing particular, sir, that I know of—simply complained that he had been made very nervous, and was in a state, as it were, of prostration, as to whether he should appear before the committee or not.

Q. Why did he want to see you on that subject?—A. As I have said, I have known him for a long time.

Q. Were there no other special reasons why he wanted to see you?—A. He mentioned none, sir.

Q. Do you know where he is now?—A. I do not, sir.

Q. Do you know where he went from here?—A. I do not, sir.

Q. Do you know where he proposed to go?—A. No, sir.

Q. Was there anything said in regard to his leaving this city and not appearing before this committee?—A. He said that he would make up his mind whether he would leave or remain here; whether he would deem it best to remain. He spoke of it having caused him a great deal of trouble, and he seemed to be very anxious to avoid appearing before the committee or publicity. He said that was the only trouble in the way at all; the idea of being dragged before the public.

By Mr. THURMAN :

Q. Did Kirtland tell you in that interview that he had been subpoenaed?—A. I think not, sir.

Q. You do not remember whether he told you or not?—A. No, sir; I do not think he did. He said, if I recollect correctly, that he knew he was wanted here, but he did not say whether or not he had been subpoenaed.

Q. He did not say anything about a subpoena having been left at his house?—A. No, sir.

Q. Did he say when he had come to Washington?—A. No, sir.

Q. Did he say where he had been after he did come?—A. Yes, sir.

Q. Where did he say he had been ?—A. He said he had been, I think, at the Washington House, and had changed his quarters to the Ebbitt that morning.

Q. Had changed from the Washington House to the Ebbitt House ?—A. Yes, sir; and that before I saw him.

Q. Did he say anything about having been at Mr. Wilcox's ?—A. Yes, he mentioned Mr. Wilcox's name, I think, in this connection. I think he said when he came into the city he went to Mr. Wilcox's and found his house full, and then went to the Washington House, and then, on the night before I saw him, to the Ebbitt.

Q. Did he ask your advice as to whether he ought to appear before the committee or not ?—A. Not that I remember, sir.

Q. Did he not ask for your opinion at all upon that subject.—A. I think not.

Q. Did he give you any reasons, *pro* and *con*, why he should or should not appear before the committee ?—A. He did not, sir: except the fact to avoid the publicity, as I have said, and his nervousness.

Q. How long did the conversation last ?—A. I do not think it lasted more than twenty minutes.

Q. Did you give him any advice ?—A. I think not, sir.

Q. Can you not recollect whether you did ?—A. I do not think—I can recollect no positive advice that I gave to him.

Q. Did you express any opinion as to whether he had better testify or not ?—A. I think not, sir.

Q. You think not ?—A. I think not, sir.

Q. You think you did not say anything calculated to influence him in one way or the other ?—A. I do not think I did, sir.

Q. Did he say anything about what his testimony would be in case he should give testimony ?—A. Not further than to say that he knew nobody had been pecuniarily benefited by the transaction in which he had been engaged.

Q. Did he say he knew anybody who had been benefited at all ?—A. That is about what he said: pecuniarily benefited, I think.

Q. That he knew of no one who had been pecuniarily benefited ?—A. Yes, sir.

Q. How came he to make that remark to you ?—A. He said if he came on the stand that he had not much to say, to be sure, but he disliked the idea of being cross-examined, and that he could not say anything more than that.

Q. That he could not say anything more than that he knew of nobody who had been pecuniarily benefited by the transaction ?—A. Yes, sir.

Q. Did you not know better than that ?—A. I presume he referred to the notes, sir.

Q. Did you not know better than that ?—A. I knew, by reading the testimony here, that there had been some persons who had received fees: that I knew, sir.

Q. Is that all the knowledge you had ?—A. That is all the knowledge I had.

Q. Had you never heard before that he had received money for notes from McClelland ?—A. Yes, sir; I read that in his testimony.

Q. You never knew that before ?—A. I have, sir.

Q. When did you first hear of it ?—A. He told me of that just after he received a payment of \$10,000 on a note of DeGolyer & McClelland.

Q. What did he tell you ?—A. He told me that he had received payment of this note of \$10,000.

Q. Was that all he told you ?—A. I am not sure, but it strikes me that



he had before that received some other money. I am not sure of that. It is a matter that I cannot distinctly recollect—that conversation occurred about the time of the payments, and it was some months ago.

Q. What \$10,000 were those?—A. The proceeds of a note, I think, sir.

Q. Did he say what became of it?—A. No, sir.

Q. He did not say to whom he had given it?—A. No, sir.

Q. Did he tell you anything more about the transaction; how much he was to get, or anything of that kind?—A. No, sir. He told me about these notes and this payment of \$10,000, and there must have been a previous payment; I cannot recollect distinctly; it might have been \$2,500 or \$3,500. This payment of the note; he told me he had received payment of it, and, to be frank about it, he offered me a part of it.

Q. Did he tell you then what was the arrangement with Chittenden?—A. No, sir.

Q. He spoke of the notes, though?—A. Yes, sir; he told me all about the notes.

Q. The \$72,000 of notes?—A. I did not know the exact amount, sir. Indeed, I did not know that the notes amounted to that until I saw it exhibited in the testimony.

Q. He told you that DeGolyer & McClelland had given their notes?—A. Yes, sir.

Q. And he told you that they were given to him for the purpose of getting a contract?—A. That they had been given to him for securing a contract.

Q. Was this before or after he had secured the contract that he told you that?—A. It was after, sir; after the contract had been awarded.

Q. Did you never have any conversation with him before?—A. Yes, sir.

Q. Before the contract was awarded?—A. Yes, sir.

Q. Did he not tell you before the contract was awarded about these notes?—A. No, sir.

Q. Did he tell you of any understanding or bargain or contract between him and Chittenden before that?—A. Yes, he told me that there was some bargain or understanding; but, so far as I can remember, no notes were mentioned.

Q. But he told you that there was a bargain?—A. Yes; he told me that there was a bargain.

Q. Did he not tell you how much a square yard he was to get in case the contract was awarded?—A. No, sir.

Q. Nothing of that sort?—A. No, sir; I never knew what his agreement was until I read the testimony of Mr. Chittenden.

Q. When was it that he offered you a part of the \$10,000?—A. I suppose it was shortly after the first note was paid.

Q. Was that before or after the contract was awarded?—A. It must have been afterward.

Q. Why did he offer you a part of it?—A. Well, he said that, having trusted to him a good deal, &c., he would be very happy if I would take a portion of the money.

Q. How much did he offer you?—A. He did not specify the amount.

Q. What was your reply?—A. I declined to take it, sir.

Q. You declined to take any?—A. Yes, sir.

Q. Had he solicited your influence before?—A. He had asked me to help him.

Q. When did he first ask you to help him?—A. It is very difficult to

state. I cannot say, but of course the date of the contract would fix that; it was prior to the awarding of the contract.

Q. He asked you to help him?—A. Yes, sir.

Q. What did you say to that proposition?—A. I told him that I would be very happy to do him any friendly aid in my power.

Q. Did he suggest anything then about compensation?—A. No, sir.

Q. Nothing at all?—A. No, sir. There might have been an intimation of that kind, but it was in a friendly way.

Q. How often did you see him before the contract was awarded?—A. Quite frequently, sir.

Q. On this business?—A. Well, not particularly on this business, sir. He called to see me quite frequently; that subject was mentioned, of course, more or less.

Q. Where were you then?—A. I was then in the establishment of A. R. Shepherd & Co.

Q. At that time?—A. Yes, sir.

Q. How long did you say you had known Kirtland?—A. I think since 1862 and 1863, when he came here with a cavalry regiment from New York.

Q. He was in the war?—A. Yes, sir. I think he was in "Scott's Nine Hundred."

Q. How long was he here in 1862 or 1863?—A. The regiment was here for some months before it was ordered off.

Q. When was he mustered out of service?—A. I do not recollect. After the regiment was ordered from Washington, I do not think it returned again until it was mustered out.

Q. That was in 1865, was it not?—A. I do not remember that, sir.

Q. When did he come to Washington after the regiment was mustered out?—A. I do not recollect.

Q. What business had he here?—A. I am not aware, sir.

Q. Was he here frequently after the war up to the time these contracts were awarded?—A. No, sir; I cannot remember that he was. I met him now and then when I was acting private secretary to the President.

Q. What appeared to be his business?—A. I never knew.

Q. You had no idea?—A. I never took sufficient note of his presence here to remember whether or not he staid here any length of time.

Q. Did you understand him to be a lobbyist?—A. No, sir; I never knew that he was here in that capacity.

Q. Or about Congress?—A. No, sir; I never knew that he was here on that sort of business.

Q. Do you remember of his being here in 1871?—A. I cannot recollect.

Q. Or 1872?—A. I think he was here in 1872. I fix that from the date of this contract. He was here quite a length of time, I think, in 1872. Perhaps a couple of months or so, if not more.

Q. Was he a member of the Washington Club?—A. I do not know, sir.

Q. Was he a *habitué* there?—A. I never saw him there. It is a place I do not often attend myself.

Q. Was he here in 1872?—A. Yes, sir.

Q. Was he here any considerable time in 1872?—A. If I mistake not he was here a considerable portion of the summer.

Q. Of 1873?—A. Yes, sir.

Q. When was the contract awarded to DeGolyer and McClelland?—A. I think in 1872.

Q. About what time?—A. Simply from recollection, gathered more from the testimony than anything else, I think somewhere about June.

Q. Do you know what acquaintance Mr. Kirtland had in Washington in 1872 ?—A. Yes, sir ; the only persons with whom I saw him were a man named Brown ; I saw him with Mr. Chittenden. I do not think I saw him with anybody else.

Q. The Reverend Mr. Brown ?—A. That is what they called him, sir.

Q. What was Mr. Brown's business here ?—A. I have not the remotest idea.

Q. You do not remember seeing Mr. Kirtland with any other person except Brown or Chittenden ?—A. I may have seen him with his father-in-law, who lives in Washington.

Q. Who is his father-in-law ?—A. Mr. Grayson.

Q. Does he live here now ?—A. Yes, sir.

Q. Whereabouts does he live in Washington ?—A. He lives on Missouri avenue near Fourth-and-a-half street, I think.

By Mr. WILSON:

Q. What is his business ?—A. I think he is a clerk, sir. He is an elderly gentleman.

Q. A clerk in one of the Departments ?—A. Yes, sir ; that is my impression. I know him personally. He is a tall man.

By the CHAIRMAN:

Q. Slim, with gray hair ?—A. Yes, sir.

By Mr. THURMAN:

Q. Was Kirtland married before the war, or did he marry after the war ?—A. I do not know, sir. I do not know his family-history.

Q. You told him you would help him ?—A. I told him I would be glad to aid him if I could.

Q. In what way ? What induced you to tell him that ?—A. He desired me to use what influence I might have with the vice-president of the board of public works, Alexander R. Shepherd, in order to obtain this contract.

Q. What induced you to make that promise to him ?—A. Simply, I told him in a friendly way, I would do what I could in that direction.

Q. Had you been intimate with him ?—A. Yes, sir. I had known him, as I have said, since 1863.

Q. Was there any great intimacy between you ?—A. I do not know what you call intimacy, but I have known him very well.

Q. What had brought you into friendly relations with him ?—A. When his regiment was here, I was, at that time, in the War Department. I think I first met him in connection with the colonel of his command ; and as the War Department was a frequent place to visit for officers, I met him there first, if I mistake not.

Q. Did you use your friendly help ?—A. I did to some little extent.

Q. With Governor Shepherd, who was then vice-president ?—A. Yes, sir ; I spoke to him on the subject.

Q. What reason did you give for doing that ?—A. I think that before that time I had spoken on the subject—before I met Colonel Kirtland. I think I had spoken on the subject to Mr. Shepherd, but simply asked him to do whatever was right and proper in the premises. He told me it was a matter that did not belong to him ; but that it belonged to the board, and would be investigated and determined by the board.

Q. How came you to speak to him before you saw Kirtland ?—A. At the solicitation of Mr. Chittenden.

Q. Mr. Chittenden then had solicited you ?—A. Yes, sir.

Q. Had Mr. Chittenden made any proposition to you ?—A. Not di-



rectly, sir; I understood an intimation that, perhaps, I could have a share in the contract, I think. I am not sure that I am doing him justice.

By Mr. THURMAN:

Q. Was it in consequence of the intimacy that you speak of?—A. No, sir.

Q. When did you first become acquainted with Mr. Chittenden?—A. I met him here, I think, in 1872—the winter preceding the contract.

Q. The contract was awarded when?—A. In June, 1872.

Q. You met him, then, in the preceding winter?—A. Yes, sir; I think I met him early in the winter of 1872.

Q. You mean 1871-72?—A. Well, say about February, 1872.

Q. You had never known him before?—A. I had not, sir.

Q. Who introduced him to you?—A. I do not know. It is a circumstance I have endeavored to recall in vain. I am very sure that he was introduced to me in person. I am pretty sure that it did not come by letter.

By the CHAIRMAN:

Q. It was not Mr. Huntington, was it?—A. No, sir; I think not.

By Mr. THURMAN:

Q. How often did you see him before you saw Mr. Kirtland?—A. That I could not say, but quite frequently, I should suppose. That would depend on the length of time between my first acquaintance with Mr. Chittenden and my next meeting with Kirtland.

Q. Did you tell Mr. Shepherd that you had had any conversation with Mr. Chittenden on the subject?—A. I told him that I had been solicited by Mr. Chittenden to ask his attention to an application for a contract; yes.

Q. Did you tell Mr. Shepherd that Mr. Chittenden had intimated to you that you could have an interest in it?—A. No, sir.

Q. Did you tell Mr. Shepherd that Kirtland had intimated anything of that sort?—A. No, sir.

Q. Did Mr. Shepherd inquire anything about it, how you were interesting yourself in that manner?—A. No, sir; he merely gave the reply that I have said, that it was a matter that was not to be determined by him, but must come up before and be decided by the board.

Q. Did Mr. Shepherd say anything to you to the effect that he did not think it was proper for you to be soliciting contracts?—A. No, sir.

Q. He said nothing of that sort?—A. No, sir; there was nothing mentioned of solicitation.

Q. Well, considering the relations between you and Mr. Shepherd—you were his partner were you not?—A. Yes, sir; I became a partner in the firm the 1st of April, 1872. I might not have been a partner at that time to which I refer. This occurred, perhaps, in February or March of that year.

Q. When did you go into the establishment of Alexander R. Shepherd?—A. April 1, 1872, as a partner.

Q. Were you in it in any other capacity before that?—A. I was, as it were, on a sort of probation. I had resigned in April, 1870, to go into that establishment, and from that time to 1872, was in the establishment—not as a partner, however.

Q. What time did you say you went into it?—A. In 1870 I went into the establishment, but not as a partner. I became a partner on the 1st of April, 1872.

Q. In 1870 you went into it, and two years afterward you became a partner?—A. Yes, sir.

Q. Did Mr. Shepherd intimate to you that he did not want any person so intimately connected with him to be interesting himself in contracts?—A. No, sir.

Q. He said nothing of that kind?—A. No, sir; because I was not interested in that contract.

Q. Interesting yourself in procuring contracts?—A. No, sir; I did not ask him in the manner of procuring contracts. I merely called his attention to it. I told him I had promised to do it, and asked him to consider this.

Q. And you are quite sure that you did not intimate to Mr. Shepherd that you could have an interest in the contract if it was awarded?—A. I am positively certain, sir.

Q. You are quite sure of that?—A. Yes, sir.

Q. Try and recollect a little more definitely whether Mr. Chittenden did not make you a specific offer of an interest?—A. Since this matter has been investigated, I have endeavored to recall most of the circumstances; but I have no distinct recollection of any definite, positive offer. It was more in the nature, as I have said, of an intimation. I recollect my reply, that if he desired to defeat himself, he had better let that be known or make the offer again; that it would ruin his chances for a contract.

Q. Did you have any other intimation of that sort from any other people who were soliciting contracts?—A. O yes, sir; I have had intimations from a good many.

Q. To the same effect?—A. Well, they have given me to understand, that if I would aid them, I might receive a fee or some portion of the proceeds of the contract.

Q. That you would not lose anything by it?—A. That is exactly the idea.

Q. Did you recommend any other contracts?—A. I do not know, sir. If a person came along that I knew very well and liked, I had no objection at all to recommend him.

Q. Try to recollect if there were not some others.—A. I cannot recollect any.

Q. You remember that there were such things?—A. Yes, sir.

Q. They were too common for you to recollect?—A. Yes, sir.

By the CHAIRMAN:

Q. O'Connor & Shanley?—A. No, sir. I do not know that. I never before heard of them.

By Mr. THURMAN:

Q. Now, do you not know that Kirtland says that you got \$40,000 of that \$72,000?—A. No, sir.

Q. Did you not hear that Kirtland said that?—A. No, sir. I do not think that Colonel Kirtland would have said so. The whole history of that affair is, in brief, this: When those notes came—and, as I have said, I do not recollect the amount of them—he desired me to retain half of them. I declined to do so, and he made the proposition to me—

Q. One-half of all the notes?—A. That is what I understood him to say. I might have misunderstood him. I thought notes so freely given, in the first place, would not amount to much, and I did not care about involving myself in that way. His next proposition was, that he would take those notes, I believe, and discount them, and that in that event

he would put half of them to my credit. The result was, that when he obtained the first payment of \$10,000, as I have said, he offered me a portion of that \$10,000, and I declined, and I have never received one cent from that or any other contract under the board of public works—not one cent; nor am I interested in any or expect to receive any.

Q. Did he give any reason for offering you one-half of these notes or one-half of the proceeds of the notes?—A. Simply as I stated. He stated that I had been of service to him.

By Mr. STEWART:

Q. Did you know that he used your name, or made intimations to that effect, as a reason for getting this \$72,000 in notes from Chittenden & McClelland?—A. No, sir.

By Mr. THURMAN:

Q. Have you any idea what he did with any of that money, except what he gave to Parson Brown?—A. Well, that is a matter that I have looked into. I never knew that Mr. Brown received one cent, and, strange to say, in the whole transaction the only persons that seemed to be interested in the affair were Chittenden and Kirtland.

Q. Do you know with whom Parson Brown was acquainted here?—A. No, sir.

Q. You do not know much of Parson Brown?—A. No, sir; I did not. He was a very peculiar man, to whom I did not take much of a liking.

Q. Did he not go to the club?—A. I never saw him there; but I wish to state, also, that it is a place I very rarely go myself.

By Mr. WILSON:

Q. Did you see these notes after they came from Chicago?—A. Yes, sir; he showed them to me.

Q. Where did he show them to you?—A. In the store.

Q. Was he in there with those notes?—A. Yes, sir; and desired me to retain and offered me half of them; I think he said half.

Q. You declined?—A. Yes, sir.

Q. What portion of the \$10,000 did he offer you?—A. He did not mention. He said if I wanted part of that, of course I could have it.

Q. Did you know where he negotiated those notes?—A. No, sir.

Q. Have you any impression as to where he negotiated them?—A. The history of the notes, as I obtained it from him, is this: This note was paid. I presume it was paid here, although of that I am not certain. I got that from the testimony. But finding that he could not obtain a discount of the notes, he told me that he took them to Chicago and invested them there in real estate; and that is the last I ever heard of those notes.

By Mr. THURMAN:

Q. How long was that after he offered you a part of them?—A. That was probably some months. He left Washington, if I am not mistaken, shortly afterward.

By Mr. WILSON:

Q. He got Chicago property for them, did he not?—A. That is what he told me.

Q. Do you know of his getting property in Washington for the Chicago property?—A. I only know that from an intimation that was dropped by a gentleman from whom he purchased that property; and by my previous knowledge of those notes I inferred that the transaction was connected with the Chicago affair.



Q. Who was that gentleman?—A. That was Major Wiles.

Q. Where does he live?—A. In Washington. He is here now.

By Mr. THURMAN:

Q. Was it real estate in Washington that he got?—A. Yes, sir. He made some sort of an arrangement by which he was to acquire a house on Fifteenth street, between H and I, I think. The way in which I knew that was through Major Wiles's telling me that Kirtland had bought that house and wanted it fixed up. We had done the plumbing there. Thieves had broken into the house and stolen the lead pipe. He said that he wanted it fixed up for Kirtland. Afterward I asked him, having some curiosity about it, if Kirtland owned that house, and he said the transaction had fallen through.

By Mr. THURMAN:

Q. He ultimately did not get the house?—A. That is it, sir.

By Mr. WILSON:

Q. Do you know of that money, or any portion of it, having gone, by some circuitous route, out of Kirtland's hands?—A. No, sir, I do not.

Q. You do not know what became of it other than this Chicago trade?—A. No, sir.

Q. Do you know a man named Ira Holmes?—A. No, sir; I never saw him.

Q. You never saw such a man?—A. No, sir; not that I know of.

Q. Mr. Grayson, you say, is the father-in-law of Kirtland?—A. Yes, sir.

Q. Do you know of his having any contract with the board of public works?—A. I have no knowledge on that point at all.

Q. Have you any information that he had?—A. I have not, but I am inclined to think that he has not.

Q. Your testimony thus far has been directed to the DeGolyer & McClelland contract, and some general questions asked you by Senator Thurman. Did Mr. Kirtland ever come to you in reference to another contract than the DeGolyer & McClelland?—A. I think that he once mentioned something; he wanted some sort of a contract, but what it was I do not remember. It seems to me it was in regard to sewerage, but I am not sure.

Q. Was it not a paving contract?—A. I think not.

Q. Was he soliciting your aid in the matter?—A. Yes, sir, he asked me if I would not help him.

Q. When was that?—A. I do not remember. It must have been the succeeding summer.

Q. Did he give you any intimation in regard to that contract?—A. No, sir.

Q. None whatever?—No, sir; I told him that I thought he had better keep out of the contract business.

Q. Where did he get this DeGolyer & McClelland contract?—A. I do not know, sir. I was not aware that the contract had been awarded, until, I think, Kirtland told me.

Q. Who got it in possession?—A. I do not know.

Q. Have you any recollection of ever seeing it at your store?—A. No, sir; I do not think I ever saw it there.

Q. Did you ever see that award? I am not speaking of the contract.—A. No, sir; I never saw the award.

Q. You never saw that at your store?—A. No, sir; so far as I can remember, I never saw it. I merely heard of it verbally.

By Mr. THURMAN:

Q. Did you ever see Parson Brown in your store?—A. Yes, sir; he would call in now and then.

Q. While this thing was going on?—A. Yes, and afterward.

Q. While the contract was being solicited?—A. No, sir; I saw him after that.

Q. Did you see him before?—A. Yes, sir; I saw him both before and after. I had no idea at all that he had any interest in the matter.

By the CHAIRMAN:

Q. What was he coming in for afterward?—A. Well, I thought may be he was just simply spending a pleasant time here.

By Mr. WILSON:

Q. Whom was he talking with when he came down to your store?—A. Sometimes he came in with Mr. Chittenden, and sometimes Kirtland, and sometimes dropped in and sat down, on a warm day, and wiped the perspiration from his brow, exchanged a few words, and went off.

Q. With whom did he exchange words?—A. With myself, sir; I was the only one he knew.

Q. He always came to see you?—A. Yes, sir.

Q. The first you knew of Mr. Chittenden was about February, 1872?—A. I think it was somewhere thereabouts; it was cold weather.

Q. Had you ever seen him before that time?—A. No, sir.

Q. Do you recollect who introduced you?—A. I do not recollect.

Q. Where were you introduced?—A. At the store. I saw him quite frequently.

Q. He came there often?—A. Yes, sir.

Q. Did you meet him at his room in the hotel?—A. No, sir.

Q. Did you ever see him at the Arlington hotel?—A. No, sir.

Q. He always came to see you?—A. Yes, sir.

Q. How long was it after you became acquainted with him until he made these overtures to you?—A. That I could not tell very well. I do not know that I understood his business until I had known him some few weeks, perhaps.

Q. Can you give the committee no more definite information than you have in regard to what it was that Kirtland wanted of you when he sent for you to come to the hotel?—A. No, sir; I cannot. I suppose that he was in rather a depressed condition, and I suppose it did him good to see an old friend.

Q. What was there about it that made him nervous?—A. The idea of going on the witness stand seemed to unnerve him completely. When I saw him he was lying down, and seemed to be quite unwell. He told me that the fear of going on the stand had really made him sick; that he could not sleep at all.

Q. How had Mr. Mattingly found out that Kirtland was here?—A. I do not know.

Q. Did he not inform you how he had ascertained that he was here?—No, sir; he did not. The trouble is that I cannot even remember, as I have said, the day when I saw Mr. Mattingly.

By Mr. THURMAN:

Q. Was Kirtland, when you saw him here, at the Ebbitt House last week?—A. Yes, sir.

Q. Was he in any way disguised?—A. Not at all.

Q. When you knew him first did he wear a beard?—A. Yes, sir.

Q. Moustache?—A. No moustache; a beard—side whiskers.

Q. Not a chin beard?—A. No, sir.

Q. English whiskers?—A. Yes, sir; rather after the English style.

Q. That is when you first knew him?—A. Yes, sir.

Q. Was he in the same way here?—A. Yes, sir; there was no change in his personal appearance.

By Mr. WILSON:

Q. Do you know who else called on him while you were there?—A. No, sir; while I was there no one called.

Q. Do you know who was at his room besides yourself?—A. No, sir; that was the only time I saw him.

By Mr. STEWART:

Q. Did you tell anybody that you had met him?—A. I do not know.

Q. Did you tell him to go to Mr. Shepherd?—A. No, sir.

Q. Did you see Mr. Chittenden there at Kirtland's room?—A. No, sir; there was no one but myself. While I was there, there was a tap on the door, and Kirtland answered it, and the person went away.

Q. Who was that person?—A. I presume it was—he said it was—Mr. Chittenden's counsel from Chicago.

Q. Mr. Storrs?—A. Mr. Storrs; I think that was the name.

By Mr. THURMAN:

Q. Did not the governor know he was here?—A. Not that I am aware of. The governor asked me if I knew where he was. That was Friday week; I recollect that very distinctly; I think it was last Friday week; and he told me that he was very anxious indeed that he should appear before this committee, and asked me to ascertain his whereabouts.

By Mr. WILSON:

Q. Knowing the governor was solicitous to have him here, why did you not urge him to come before this committee?—A. I didn't consider myself the counsel, sir.

Q. Knowing that the governor desired to have him here, why did you not inform the governor that he was in this city?—A. I do not think I saw the governor for a day or two afterward. The governor is not in the habit of coming in the store very often.

Q. Knowing that the governor was so very anxious to have him here, and knowing that Mr. Mattingly had given you information that he was in this city, and told you the room where he could be found, and under these circumstances of secrecy, why did you not give the governor information that he was here?—A. As I stated, I was not the counsel of this gentleman; and, in the next place, Colonel Kirtland desired me to say nothing about it.

Q. Knowing that the governor was anxious to have him here, after you had seen him at this room, why did you not inform Mr. Mattingly that he was here, to the end that he might be brought before this committee?—A. Simply from the fact that Mr. Mattingly informed me that Mr. Kirtland was here. I did not get that information except through Mr. Mattingly. Mr. Mattingly first told me. I did not know positively that Kirtland was in town.

Q. When did the governor inform you that he was so anxious to have this man here?—A. I think that was Friday week; I am not sure.

Q. Last Friday week?—A. Yes, sir.

Q. Less than a week after the governor had given you this informa-



tion, the counsel informed you in this peculiar way that Mr. Kirtland was in this city?—A. That he was in town, yes, sir; at the Ebbitt House.

Q. You did not feel yourself called upon to give the committee information that he was in this city?—A. I did not, sir.

Q. Were you aware of the fact that the committee were striving to get Mr. Kirtland?—A. I was not aware of that fact; but I might infer it.

Q. Did you not know, now, not by absolutely being here, but from all the surroundings, that the committee very much desired to get Mr. Kirtland here?—A. I had no doubt of that at all.

Q. And you knew the governor wanted it?—A. Yes, sir.

Q. Has the governor been in the store since you saw Mr. Kirtland?—A. Yes, sir.

Q. How often do you see the governor?—A. Sometimes I see him daily for two or three days, and sometimes I may not see him for two or three days again.

Q. How long after you saw Mr. Kirtland was it until you saw the governor?—A. I do not know.

Q. Have you not seen him frequently since?—A. Not frequently; but several times.

Q. Why did you not tell him that you had seen Kirtland?—A. I did not perceive any necessity for telling him so.

Q. You knew that the governor desired to have him here?—A. Yes, sir.

Q. Why did you not tell the governor?—A. Kirtland had desired me to say nothing at all of his presence here in the city.

Q. And for that reason alone, and notwithstanding you knew the governor was so desirous to have him here, you withheld that information from him?—A. I did not impart that information to him.

By Mr. BASS :

Q. You knew when Mr. Chittenden left for Chicago to take the award. You knew at the time that Chittenden got the award at the store, did you?—A. Information was given me at the store; yes, sir; I think Kirtland told me.

Q. How long was it after that before Kirtland came to the store with these notes and exhibited them to you?—A. I don't remember, sir; but it was a very short time afterward, I think.

Q. And he informed you, did he, that they had come to him by express?—A. Yes, sir.

Q. And that they had come from Chicago; the notes were made by DeGolyer and McClelland?—A. Yes, I saw the notes.

Q. So that you knew how it was that Kirtland had possession of the notes?—A. Yes, sir; certainly.

Q. You knew that they had come to him as compensation for services that he had rendered in getting this contract?—A. Yes, sir; exactly.

Q. Did you also talk with him then in regard to the \$10,000 that Brown was to have?—A. No, sir; I never knew that Brown was to receive a cent until the fact was developed in the testimony.

Q. Did not Brown, when he came to your store, complain with reference to Chittenden having retained \$8,000 of his money?—A. No, sir.

Q. Now, this \$72,000 notes, did you see all the notes?—A. I think I saw all of them. I think that they were pointed out; but I do not know that that was the amount.

Q. And you declined to take half the notes?—A. Yes, sir.

Q. Then you say he suggested that he would convert the notes into money?—A. Yes, sir.

Q. How long was it after that that he converted a note into \$10,000 of money and came back?—A. I do not remember, sir.

Q. Then he offered you part of that \$10,000?—A. Yes, sir.

Q. Was anything said at that time with reference to the balance of the notes? What did he say about the balance of the notes?—A. I do not think much was said about them. He merely said that he had failed to obtain the proceeds, and I think by that time he had come to the conclusion that there was not much profit in those notes.

Q. Why so?—A. As he found it difficult to negotiate them, from his statement.

Q. What did he say about that?—A. That was all he said, that he had found it difficult to negotiate the notes, and that he had got payment of this one.

Q. What did you say further to him? What was the conversation about the negotiation of the notes?—A. That was about all; that I agreed with him that he would never get the money.

Q. Did he at the time, or were you also advised, at the time this contract was being procured, of the fact that they had invested \$15,000 in getting Colonel Parsons to do some work also before the board?—A. Not at all, sir.

Q. You were a partner of Governor Shepherd's at that time?—A. Yes, sir.

Q. This \$72,000 of notes had been exhibited to you, at Shepherd's store, as being the price which had been paid for obtaining a contract from Governor Shepherd? You knew that the award had been delivered at Governor Shepherd's store?—A. I did not know that, sir.

Q. You knew it came through Governor Shepherd? Did you tell Governor Shepherd that you had seen this \$72,000 of notes?—A. No, sir.

Q. Why did you not tell him?—A. Well, I did not think it was necessary to tell him, sir.

Q. You were his copartner in business?—A. Yes, sir.

Q. Had a little interest in his honor?—A. Yes, sir.

Q. And his integrity?—A. I had, sir, and I still have.

Q. You kept that secret?—A. Yes, sir.

Q. Did you keep it secret from good or bad motives? What was your motive in keeping it secret? If you were not to share, and did not contemplate any share, in the proceeds of that paper, I wish you would tell the committee why it was that you studiously secreted from Governor Shepherd the fact that a contract had been sold for \$72,000.—A. There was no studious secretion about it. I never mentioned the matter to Governor Shepherd, and never thought it necessary to mention it to him.

By Mr. THURMAN:

Q. Did it not strike you as rather a strange thing that upon a contract of that kind DeGolyer and McClelland could afford to give so large a sum of money?—A. Yes, sir.

Q. You were a citizen of the District?—A. Yes, sir.

Q. And your relations with Governor Shepherd, who was vice-president of the board of public works, were very intimate, of course?—A. Yes, sir.

Q. Although Governor Cooke was the governor of the District, yet the active man and the man of brains in the whole business was Gov-

ernor Shepherd, was he not?—A. Well, without reflecting on his colleagues, I should say yes.

Q. Now, did it never occur to you that it would be pretty well to put the leading man of the board of public works on his guard in letting contracts at such prices as they were letting them when the contractor could afford to give such a large per cent. for the mere procuring of the contract?—A. It did not, sir.

Q. Did it never occur to you that it would be very much more to the credit of the board, and very much to their credit, if they could get the work done at a low price, than if they had to pay such high prices?—A. Of course it would have been to the credit of the board to have obtained the work at the lowest possible price.

Q. Knowing that it would reflect credit on the board, how is it that it never occurred to you to suggest to Governor Shepherd that the price that the board was fixing for this kind of work was too high?—A. As I understood it, (and I am not very well informed as to the proceedings of the board,) they fixed a certain rate for that species of pavement, and all the contracts for that species of pavement were let at that rate.

Q. Yes, but this DeGolyer & McClelland pavement was the only DeGolyer & McClelland pavement that was laid?—A. Exactly; but it was what was called the treated wooden pavement.

Q. They did not put all wooden pavement at precisely the same price?—A. They may or may not. On that point I am not informed.

Q. If they did put all wooden pavement at the same price, still this DeGolyer & McClelland contract was a very large one, was it not?—A. I think it was 200,000 square yards.

Q. Making \$700,000?—A. Yes, sir.

Q. Now that being case, did it never occur to you that if DeGolyer & McClelland could lay that and make a profit, and yet pay so large an amount for the procuring of the contract, that probably these other people also could do the work for less than \$3.50 a square yard?—A. It struck me as a very large bonus for the contract.

Q. Yes, but it never occurred to you that it would be proper for you to put Mr. Shepherd on his guard?—A. No, sir.

Q. That never occurred to you, at all?—A. No, sir.

Q. You say that you came to the conclusion that these notes would not be worth much?—A. It struck me, as I have said, that giving notes quite so freely as that hardly indicated an ability to meet them.

Q. Did you make any inquiry whether DeGolyer & McClelland were responsible?—A. I did not.

Q. If they would not be able to meet the payment of \$72,000 in notes, did it never occur to you that possibly they would not be able to execute a contract for \$700,000 worth of work?—A. I do not think they did execute the contract.

Q. Did that occur to you?—A. I do not know that it did, at the time.

Q. You did not say anything to Governor Shepherd that you thought they were doubtful?—A. No, sir.

Q. How was it that you expected that these notes would be negotiated in Chicago? DeGolyer & McClelland were Chicago men. Did you expect they could be negotiated here?—A. The effort was not made to negotiate them here, so far as I know.

Q. Did you understand that Mr. Kirtland had been to Chicago and had tried to negotiate them there?—A. Yes, sir; from what he informed me. He said he had gone to New York, I think, and also to Chicago.

Q. He tried to negotiate them?—A. Yes, sir.



Q. And could not do it?—A. He could not.

Q. Did he never tell you that he had actually negotiated them at Chicago?—A. No, sir; only to this extent. He received the payment of one note, as I have already stated, and then he told me that he had taken these other notes there and invested them in real estate.

Q. At Chicago?—A. Yes, sir.

Q. Did he not tell you then that at that time DeGolyer & McClelland were responsible men?—A. I think not, sir.

Q. Did Chittenden tell you so?—A. Not that I am aware of.

Q. Are you not aware that Chittenden has testified that at that time DeGolyer & McClelland were responsible men?—A. I did not read his testimony with a great deal of care, and I do not know whether I saw that in the part of the testimony that I have read.

Q. You say you do not know anything about Mr. Huntington?—A. No, sir.

Q. Was Mr. Huntington active in getting contracts?—A. I do not know, indeed, sir. I did hear his name mentioned perhaps once, and only once, in connection with this matter.

Q. What kind of a contract was that?—A. That was simply in regard to this same contract I might have heard his name mentioned.

Q. In any other contract, did you know of Huntington being interested?—A. No, sir.

Q. Or working for any other contract?—A. No, sir.

By Mr. BASS:

Q. How many times had you suggested to the governor, in your own way, the propriety or advisability of granting this DeGolyer & McClelland application?—A. I do not think more than once or twice, and these gentlemen called often, as I have stated, and interrupted my business considerably. My only desire was to get a decision one way or another.

Q. How recently, before the decision was made, had you spoken to the governor?—A. Not for some time.

Q. You were anxious to have the decision made to get rid of them?—A. That doesn't seem very kind, sir; but I believe, honestly, that was the truth.

Q. Were your relations annoying you so that you did not like to have interviews with them?—A. No, sir; but our business requires very strict attention, and I had charge of the books, and you can imagine that interruptions were not very pleasant.

Q. And your relations to the governor were such, of course, that your suggestions to him would be apt to have some weight?—A. I do not think, in such a matter as that, they would have much weight.

Q. You must have thought so at the time?—A. It was merely in fulfillment of a promise.

Q. Having spoken to the governor, probably because you supposed, or, at least, expected, to have some weight given to your request, then finding that \$72,000 had been paid for it, did it not occur to you that this \$72,000 had been paid over by reason of certain influence which you had exercised with the governor?—A. I did not know that my name had been mentioned in connection with the notes.

Q. But you had, at the request of these gentlemen, solicited the governor to give a favorable consideration to this application; and shortly after this request had been made by you, you learned that the contract had been awarded, and immediately thereupon you found that \$72,000 of notes had been paid. You were advised of that fact, and an offer made

to divide with you, because of the fact that you had been instrumental in procuring it. All these circumstances being brought to your knowledge, and the fact farther existing, that this award for 150,000 yards of pavement had not yet been located in this city, that there was yet time to stop the execution of this contract—all these things conspiring together, did it not seem to you that you had been used to procure this contract and obtain this \$72,000?—A. In the first place, I do not know that I was aware that no streets had been designated. In the next place, as to whether this offer of money was in consideration of my own influence, the inference is as you have stated it, unquestionably.

Q. You knew that was so, and, therefore, knew that these people thought they had bought your influence with money. You knew they thought so, whether you did or not. Did it not occur to you that if they thought they had been buying your influence that if you did not agree with them it would be very natural for you to speak to the governor, and stop the execution of the contract?—A. That I do not know; they did not know me if they so thought.

Q. Do you know what became of that \$10,000 that Mr. Kirtland had and offered to divide with you?—A. I presume he retained it and spent it himself. I have no other information at all about that.

Q. Did Mr. Kirtland have an interview with you with reference to a paving contract of O'Connor & Shanley, which was, in fact, awarded to them to lay down twenty-five thousand yards of pavement?—A. No, sir; not that I can remember. I was not aware that he was at all interested in that contract. This is the first time I have heard of such a contract.

Q. A contract granted to a firm in New Jersey, O'Connor & Shanley?—A. I do not think I ever heard of those names before.

Q. Did Mr. Kirtland, after the DeGolyer & McClelland contract, have interviews with you in reference to other contracts?—A. As I have stated, he said something with regard to a sewer contract, as I understood it, and the subject dropped almost as soon as mentioned; I told him that I did not know anything about it at all, and I did not wish to have anything to do with it.

Q. There was one question asked a while ago that you were proceeding to answer, and I think you were interrupted. It was when you were answering with reference to the intimations that they made to you when they wanted your influence with the governor. What were the precise intimations? What did they say? What did Colonel Kirtland say?—A. Well, I do not know about Kirtland. I do not know that Kirtland made really any offer at all until the notes were received. But as to Mr. Chittenden, it was simply a sort of intimation that I could have an interest in that contract, as I understood. I may not be right.

Q. What was the intimation that Chittenden gave?—A. That was all; just that. He intimated that I might have an interest in the contract if obtained.

Q. What interest? what proportion?—A. Nothing was specified. There was no definite proposition. It was just in that general way.

Q. Where did your firm keep its bank account?—A. We have, ever since I have been in the establishment, kept our bank-account at the National Metropolitan Bank.

Q. Have you had any other bank-account?—A. No, sir.

Q. Did you have an individual bank-account?—A. I did not.

Q. You had none separate from the firm?—A. None at all, sir.

Q. Did you have any business outside of that?—A. No, sir: no business outside of the establishment.

By Mr. WILSON:

Q. Where did Governor Shepherd keep his individual bank-account?—A. I think at the National Metropolitan Bank. I do not know much about his private business.

Q. Did you ever keep a bank-account at the First National?—A. No, sir; I think not.

By Mr. THURMAN:

Q. Has your firm any of the sewer-bonds?—A. I do not know that the firm has any sewer-bonds. We have a few bonds there, amounting to \$550. Whether they are sewer-bonds or not I do not know. I do not know that I know a sewer-bond when I see it.

Q. Have you any contractors' certificates—that is, certificates given by the government?—A. We have simply one given by the auditor.

Q. How much does that call for?—A. That calls for, I think, \$3,090. I am not sure.

Q. You are speaking of what is in the present ownership of the firm?—A. Yes, sir.

Q. Has the firm had heretofore any of these sewer-bonds?—A. No, sir; not that I know of.

Q. Any of these auditors' certificates?—A. No, sir.

Q. Has either member of the firm had any that you know of?—A. Not that I know of.

Q. What reason did you give to Colonel Kirtland for declining to take one-half of these notes when he offered them to you?—A. I do not know that I gave any reason, excepting that I did not wish the money; I did not state exactly what the real reason was; but, upon reflection, I had concluded that it would not be proper, considering my relations to Governor Shepherd, to take a cent from any of the contractors.

Q. That was the real reason?—A. Yes, sir.

Q. That had not occurred to you at first?—A. Well, yes, sir; it occurred to me, and I said so, originally, when the first proposition or intimation was made by Mr. Chittenden.

Q. Nevertheless, they thought they owed you?—A. Yes, sir; I suppose they did.

Q. Otherwise, they would not have offered it to you?—A. Probably that was so.

Q. But, after thinking that they owed you, and supposing it was through your influence that they had obtained the contract, or, at least, that your influence had benefited their application, they felt bound to make you the offer of one-half?—A. I do not know what they felt bound to do, but the fact that they made the offer would justify that idea.

Q. A man does not usually give away thousands of dollars, or thousands of dollars of securities, without feeling under some obligation to do it?—A. No, sir.

Q. But you told them first that you would not take anything?—A. I told Mr. Kirtland that I did not want any of his money.

Q. You did not want any of that amount and wanted no compensation, no remuneration of any kind?—A. That was it, sir.

Q. Did not that astonish him?—A. Well, he seemed somewhat surprised.

Q. He never had met such a man before?—A. I do not know; but I have been in a position where I have had many offers made to me, and have been able usually to refuse them, invariably to refuse them.

Q. Yes, sir; but still he was a man who evidently thought that influence was a thing that was good to have about the house and that he



was willing to pay for ?—A. Yes, sir; I thought that was his judgment.

Q. And he supposed that he was dealing with a man who realized that fact; otherwise he would not have suggested your using your influence. Now, did he not express some astonishment at this sudden revulsion?—A. No, sir; I have stated, the circumstances, so far as I was connected with the papers at all. When he offered me these notes I declined to take them, as I have stated. He wanted me to keep half of them, I think it was. As I have stated, I have forgotten the exact amount. My impression is that it was \$60,000. In that I may be in error. His proposition then was to go and negotiate them, and he said that when he did it he would put half the proceeds to my credit. That was the proposition. You are aware of the rest from what I have stated.

Q. What did you tell him?—A. I told him whenever he negotiated those notes, he could do as he said.

Q. That he could put half to your credit?—A. Yes, sir.

Q. Well, then, you did not absolutely refuse?—A. When the \$10,000 was offered, I did.

Q. You did not take the notes, but then he said he would go and get them discounted and put half the proceeds to your credit?—A. That was his proposition, to which I acceded.

Q. You told him he could do as he said?—A. Yes, sir.

Q. Then he had no reason to be astonished?—A. When he offered me to negotiate the \$10,000 I declined that, and afterward told him I did not wish to have any further connection with the matter.

Q. Instead of the notes or the proceeds, did he suggest any other way of remunerating you?—A. No, sir.

Q. Never?—A. No, sir; not that I can remember.

By the CHAIRMAN:

Q. At the time he was to discount these notes and have them to your credit?—A. He said when he went to New York, expecting to negotiate them there, that he would put the proceeds in some bank there.

Q. And notify you?—A. Yes, sir.

By Mr. WILSON:

Q. Do you know whether he put anything to the credit of anybody else?—A. No, sir.

Q. Did you refuse to take a share of that \$10,000 because it was not enough?—A. Not at all, sir.

Q. You were willing to take your share of the notes when they were negotiated; why would you refuse to take your share of the \$10,000?—A. As I have already stated, I came to the conclusion, on reflection, that it would not be proper, considering my relations with Mr. Shepherd, to have any further connection with the matter.

By Mr. BASS:

Q. Did he deposit any portion of the \$10,000 to your credit?—A. None, sir. I think that note was paid here in Washington, and there was no deposit ever made to my credit, nor have I received a cent from the contract, or any other contract under the board of public works.

By the CHAIRMAN:

Q. What about that little note?—A. There was some small note he told me had been paid. I do not know whether he told me at the time or afterward.

Q. What did he do with that?—A. I do not know.

Q. He did not propose to divide that with you?—A. No, sir. I did not know that this note of \$10,000 was paid until he came and told me it was paid.

By Mr. BASS:

Q. After he had made this arrangement with Holmes in Chicago, and got rid of his note, did he come back and report in regard to what he had been compelled to do with the notes to realize anything on them?—

A. It must have been some considerable time after that that he came to Washington and told me the disposition he had made of the notes, and I at once asked him if he had used my name in any real-estate transaction, or any transaction about the notes, and I told him I did not wish to—

Q. He told you he had used your name?—A. He told me he had not. I was a little anxious on that point.

Q. What did he esteem the real estate to be worth that he got for the notes? What did he get for the notes beside?—A. He considered that he had an equivalent for the notes.

Q. Some real estate and some horses?—A. I do not know about the horses. What he spoke of was only real estate.

Q. Was the subject talked over as to how he was to get the money on them?—A. No, sir.

By Mr. THURMAN:

Q. Do you know who owns that real estate now?—A. No, sir; I know nothing about it except what I have stated.

Q. Was there any correspondence between you and Kirtland?—A. I think about one or two letters, but they did not refer to the contract that I know of.

Q. Have you any letters from him?—A. No, sir. Those letters were written, I suppose, eighteen months ago, probably.

Q. Have you any letters from Chittenden?—A. No, sir.

Q. Did neither of them ever give you any writings at any time?

The WITNESS. Do you mean any written obligations?

Mr. THURMAN. Yes.

A. Only to this extent: Mr. Kirtland gave me a memorandum of some of these notes, when he took them away to negotiate them.

Q. What was the purport of that memorandum?—A. Simply, that he held notes to a certain amount, the proceeds of which he would deposit to my credit.

Q. Have you that memorandum?—A. No, sir; I have not.

Q. What became of it?—A. I destroyed it, I presume.

By Mr. WILSON:

Q. When?—A. I do not know; but months ago. Not recently.

By Mr. THURMAN:

Q. About a month ago?—A. O, no, sir; it has been months ago.

By Mr. WILSON:

Q. How many months ago?—A. I do not know.

Q. About how many?—A. It is impossible to state.

A. Was it six months ago?—A. I presume it has been six months; yes.

By Mr. HUBBELL:

Q. Was it after the commencement of the session of Congress?—A. I think it was prior to the commencement of the session of Congress.

It must have been a considerable period prior to the commencement of the session of Congress, I think.

By Mr. THURMAN:

Q. When you destroyed that, did you get any other thing?—A. No, sir; not at all.

Q. Did you notify Mr. Kirtland that you had destroyed it?—A. No, sir.

Q. Did you notify anybody else that you had destroyed it?—No, sir.

Q. Did anybody know that you had it?—A. Not that I am aware of, excepting Mr. Kirtland.

Q. What induced you to destroy it?—A. I considered it a worthless paper. It was carried in my portemonnaie, and I found it there in looking over my papers.

Q. Why did you consider it worthless paper?—A. Because I had already said to Kirtland that I did not wish to have any further connection with the transaction at all.

Q. When was it that you said to Kirtland that you did not wish any further connection with the transaction?—A. I think it was after he came back from Chicago; after this real estate matter.

By Mr. THURMAN:

Q. Do you own any real estate in Chicago?—A. No, sir.

Q. Have you never owned any?—A. No, sir.

Q. Neither directly nor indirectly?—A. Neither, sir.

Q. Who owns the house in Washington that Kirtland had?—A. Major Wiles.

Q. From whom did he obtain it?—A. I think he built it.

Q. Did he sell it to Kirtland?—A. That was my understanding, that it was a sort of transfer for this Chicago property.

Q. You understood that contract was afterward rescinded?—A. Yes, sir.

Q. So as to leave the Chicago property with Kirtland?—A. To leave it as it was; yes, sir.

Q. To put the parties in *statu quo*?—A. Yes, sir.

Q. Do you know of any other real estate that Kirtland has ever purchased or become interested in here in Washington?—A. No, sir; there was at one time a scheme on foot with Kirtland and Brown and somebody else to buy some outside property here; but I do not think they ever acquired it.

Q. Do you know for whom Hallet Kilbourn holds that property in trust on West Fourteenth street?—A. No, sir.

Q. Do you know anybody who is interested in the purchase of property held by him?—A. No, sir.

Q. Do you know of any purchase by your firm, or any member of your firm, of property out in the northeastern part of the city?—A. No, sir.

Q. Any on the Tiber?—A. No, sir; Governor Shepherd owns a row of houses down here on Pennsylvania avenue and Second street.

Q. Yes, but further up the Tiber?—A. I am not aware of any property in that direction owned by any members of the firm.

By Mr. BASS:

Q. In whom did Kirtland take the title of this real estate?—A. I do not know.

Q. Did he take it in his own name? Did you ever see the deeds?—



A. No, sir; I never saw any papers in connection with it; I never understood the transaction, in fact, any more than I have stated here.

Q. Do you understand that Mr. Kirtland was insolvent, and that there are judgments against him?—A. I do not know his pecuniary condition.

Q. Did he say anything about that the other night?—A. No, sir.

By Mr. THURMAN:

Q. What did you understand was Kirtland's business when he was here in 1872?—A. I did not understand that he came here on any particular business.

Q. He drove fast horses?—A. I think, that after he came back from Chicago he had this team of horses.

Q. After he traded off the notes?—A. Yes, sir.

Q. What became of those horses?—A. I do not know. I did not know they were his until after he left the city.

By the CHAIRMAN:

Q. In your interview with Kirtland the other day did you refer to these matters at all—your connection with them?—A. No, sir; it was a very brief interview, and that was hardly mentioned.

Q. Did you tell him that you had destroyed that paper?—A. No, sir.

Q. He did not ask you about it?—A. No, sir; I was interested to know where he had been and how he had kept out of the way; and he stated that he first went to Wilcox's and then to the Washington, and then to the Ebbitt, where he had already changed his room twice, I think, he said.

By Mr. BASS:

Q. Did Kirtland receive any money while he was here this time?—A. I do not know. He never intimated to me that he wanted any money and never asked for any.

Q. You do not know who paid his bills?—A. No, sir.

By Mr. WILSON:

Q. Did you drop any money about his room anywhere?—A. Not a cent, sir.

Q. Did he drop any around your store?—A. Not at all, sir. I never gave him a cent directly or indirectly; nor did he ask for money, or intimate that he wanted any.

By Mr. THURMAN:

Q. Did I understand you that it was at your store that Mr. Mattingly told you he was here?—A. Upon that point I am not clear; but I think it was at the store. I am not sure on that point, however.

By Mr. BASS:

Q. Who was Governor Shepherd's other partner?—A. His brother, Thomas M. Shepherd, and his brother-in-law, Dr. William P. Young.

Q. Have they been in this firm longer than you?—A. Thomas M. Shepherd has been in the firm longer than myself. I think Dr. Young and myself entered the firm together.

By Mr. WILSON:

Q. Has he had any partners since 1871?—A. His brother, Wilmer S. Shepherd, was a partner up to the 1st of March, 1872, I think. I went in on the 1st day of April, 1872.

Q. Was there not somebody else in partnership with him at one time, or in his employ, who has since left his employ?—A. No, sir; the origina

firm was, I think, J. W. Thompson & Co., and Mr. Shepherd was one of the company.

Q. Who was the other?—A. The other one was William Thompson, a brother of J. W. Thompson. They both drew out, and then Alexander R. Shepherd was the firm; after that it was Alexander R. Shepherd & Brothers; and since the 1st of April, 1872, Alexander R. Shepherd & Co.

By Mr. THURMAN:

Q. Thompson drew out soon after the war?—A. Yes, sir; I think about that time.

By Mr. WILSON:

Q. Did he not have a man in his employ who has since gone into business in this city on his own account?—A. Not since I have been in the establishment.

Q. Do you know any person who has been buying material for the board of public works who was formerly in the employ of Governor Shepherd?—A. No, sir.

Q. Has any kind of material been bought for the board of public works through the house of A. R. Shepherd & Co.?—A. Not that I am aware of.

By Mr. HUBBELL:

Q. Have you been doing work for the board of public works?—A. No, sir.

By Mr. WILSON:

Q. Who did the gas fitting for the board of public works?—A. I do not know. We have taken no contract whatever under the board of public works.

Q. For any of these school-houses?—A. I think the old firm had a contract to heat and do the plumbing and gas fitting in the Jefferson school-house.

Q. But you had no connection with that?—A. The contract was made by the old firm, and I think mostly completed by the new firm. That is my impression.

Q. Do you know who did the plumbing, &c., about the Morrison building where the board of public works keep their offices?—A. I think our firm did that.

Q. When was that done?—A. I am unable to name the date, but it must have been, I should think, early in 1871, just after the new District government went into operation.

Q. Do you know of any controversies about the bills in that case?—A. No, sir. That was done also under the old firm.

Q. You were in the employ of the old firm?—A. Yes, sir; but I do not remember any controversies about that matter.

Q. Did you buy any material for the board of public works in your individual capacity?—A. None whatever, sir.

Q. Before you went into partnership with Mr. Shepherd?—A. No, sir.

By Mr. THURMAN:

Q. Do you know of any members of the District legislature, either the council or the house of delegates, who have had any interest in contracts?—A. No, sir.

By Mr. BASS:

Q. Have you, since this investigation commenced, or within a few days, disclosed to Mr. Mattingly or to the governor what your connec-

tion with the contract mentioned was?—A. I did mention to Governor Shepherd Friday week.

Q. A week ago Friday?—A. Yes, sir.

Q. Was that the time he asked you about Kirtland?—A. Yes, sir.

Q. You told him all these facts?—A. He asked me what interest I had in Kirtland, if I had any, and I frankly told him what I told this honorable committee.

Q. How came he to suspect that you had any interest in Kirtland?—A. I do not know: it was a brief conversation that took place in the store after the close of your investigation for that day.

Q. When he asked you what interest you had in Kirtland, what was your answer?—A. My answer was that this offer had been made in regard to the notes, and that I was committed to the arrangement that one-half of the proceeds should be deposited to my credit: but that I had never received a cent from that or any other contract under the District government.

By Mr. THURMAN.

Q. Is this man Wilcox a clerk in one of the Departments?—A. I believe he is a clerk in the Post-Office Department.

By Mr. HUBBELL:

Q. What did Governor Shepherd say to you when you told him that?—A. I do not think he said anything, for about that time, if I mistake not, somebody came in, and we separated; I went to the rear of the store and he went out.

By Mr. BASS:

Q. There has been nothing said on that subject since?—A. No, sir: I think not.

The committee at this point adjourned.

WEDNESDAY, April 29, 1874.

The committee met pursuant to adjournment, and, without transacting any public business, went into secret session.

EDWARD B. GRAYSON sworn and examined.

By the CHAIRMAN:

Question. Do you know A. B. Kirtland?—Answer. Yes, sir.

Q. When did you last see him?—A. About seven or eight days since.

Q. Where?—A. I saw him at the Washington House.

Q. How long was he there?—A. He was at the Washington House. I think, about a week.

Q. Do you know where he is now?—A. No, sir.

Q. Did he tell you where he was going?—A. No, sir.

Q. How long a time did you spend with him?—A. I think it was a week ago last Tuesday, I was with him probably for an hour.

Q. What was he doing there?—A. He was in his room. He had been sick, and was not particularly engaged.

Q. How did you find out that he was there?—A. When he first came to the city, he came to me and told me that he would be there.

Q. Did he tell you whom to call for when you came there?—A. Yes.

Q. Whom did he say?—A. He registered by his Christian name—"A. Buchanan;" that is his middle name.



Q. What was the number of his room there ?—A. Number 47.

Q. Did you find anybody else there when you went there ?—A. No, sir.

Q. Was that the only time you saw him ?—A. No ; I was there several times. The last time I saw him was about a week ago ; I think last Tuesday or Wednesday a week.

Q. Has he been to your room since that time ?—A. No, sir.

Q. Did he leave anything for you to do for him here ?—A. He sent me a note to get his baggage and keep it until he would see me.

Q. When did he send that note ?—A. The note came to me, I think, last Monday.

Q. Monday of this week ?—A. Yes, sir, I think so.

Q. Where was it sent from ?—A. From Georgetown.

Q. Where ?—A. No particular place ; just simply Georgetown.

Q. Who brought the note to you ?—A. It came by mail. It did not say where he would be, or where he was.

Q. Did he say anything to you about paying his bills ?—A. Yes, sir.

Q. What did he say about that ?—A. He requested me to pay it, which I proceeded to do, but found it a larger amount than I expected, and paid it in part, and said I would call around and pay the balance.

Q. Is his baggage still at the Washington House ?—A. Yes, sir, a small quantity of baggage—a carpet-bag.

Q. Did he inclose you money to pay the bill ?—A. Yes, sir.

Q. How much did he inclose to you ?—A. Twenty dollars.

Q. That was not enough ?—A. No, sir.

By Mr. Bass :

Q. Where is that note ?—A. I tore it up.

By the CHAIRMAN :

Q. How was it signed—Kirtland or Buchanan ?—A. Simply " A. B." There was nothing in it except that he wanted to get his baggage.

Q. You knew, of course, that he was wanted before this committee ?—A. Yes, I understood so.

Q. What did he say to you about that ?—A. Well, he said that he was here and was consulting with his friends, or something of that kind, to know what course to pursue. I expected that he would be before the committee. His health has been very bad, and I do not know but that may have something to do with it.

Q. What friends ?—A. He did not specify any.

Q. Did he say that he had concluded to come before the committee ?—A. No, sir.

Q. Did he say his friends advised him not to ?—A. No, sir.

Q. What did you advise him ?—A. I advised him to report to the committee.

Q. Did he tell you what he would be likely to testify to ?—A. No, sir.

Q. Did you know what his business was here two years ago ?—A. Yes, sir ; that is, I know that he was engaged in making application for a contract for this firm.

Q. Did you know who were engaged with him in that work ?—A. Yes, sir ; I understood that Mr. Chittenden was.

Q. Anybody else ?—A. A Mr. Brown.

Q. Anybody else ?—A. No, sir ; not that I know of.

Q. Did you know upon whom he was relying here to secure that contract ?—A. No, sir.

Q. Did you know Mr. Moore ?—A. Yes, sir.

Q. Did he tell you that he was in consultation with Mr. Moore?—A. No, sir; not upon that subject—not upon the subject of any contract. I knew that he was acquainted with Mr. Moore, and had seen him from time to time, but I never understood that he was consulting Mr. Moore on the subject of any contract.

Q. Were his relations friendly with Mr. Moore?—A. O, very, sir.

Q. How long had they been so?—A. For years. It was an acquaintance that sprang up during the war; but at that time he was here in the service of the Government in the Army.

Q. Where do you reside?—A. I am residing here in Washington for the present.

Q. What place in the city?—A. 356 Missouri avenue.

Q. Are you in employment here?—A. I am now temporarily employed in the Post-Office Department—the city post-office.

Q. What do you do?—A. I am connected with the money-order matters in the city office.

Q. How long have you been employed in that capacity?—A. I have been there since the 1st of December.

Q. Where were you before?—A. I was here in Washington unemployed.

Q. Through whose influence did you get this place?—A. Through Post-master Edmunds.

Q. What time were you served with a subpoena?—A. About 10 o'clock last night, I think.

Q. Are you boarding at this place that you speak of?—A. No, sir; I have a room there. I take my meals at the St. James.

Q. Are there any other persons rooming there?—A. Yes, sir.

Q. Who?—A. I do not know them, sir. Most all the rooms are occupied, but I am not acquainted with any of the parties.

Q. You have no family, I believe?—A. No, sir; my wife died some years ago.

Q. Did you see any one last night after you were subpoenaed?—A. No, sir; I did not leave my room. It was very late. I was about going to bed when I was subpoenaed.

Q. No one called upon you afterward?—A. No, sir.

Q. You spoke to no one afterward?—A. No, sir.

Q. Did you speak to any one this morning?—A. Yes, sir; I spoke to Colonel Wilcox, who was in the same building with me. I met him and told him that I had been subpoenaed. I told him I was then on my way to come. I told him I had received the subpoena last night. He then told me that he had been here.

Q. You know Mr. Wilcox?—A. Yes, sir.

Q. You know him well?—A. Yes, I know him pretty well.

Q. Did he tell you what he had testified to before the committee?—A. No, sir.

By Mr. WILSON:

Q. How long have you lived in Washington?—A. Well, sir, I have been living in Washington off and on for twenty-five years.

Q. What has been your occupation prior to going into this post-office?—A. I have had no particular occupation. Washington has been my old home, and I have remained here expecting to get some employment, and have succeeded in doing so.

Q. Have you had no employment at all until this time?—A. O, yes; I was in the employment of the Government for some time, but I have not been for several years.

Q. What have you been doing for several years past?—A. Well, nothing particularly, sir; general matters.

Q. What general matters?—A. Whatever came to hand to do; claims and other matters of business before the Departments, such as I could get hold of.

Q. Attending to business matters before the Departments?—A. Yes, sir.

Q. What is the character of that business?—A. As an agent; whatever might come forward.

Q. Are you and Mr. Kirtland interested together in any case before the Departments?—A. No, sir.

By the CHAIRMAN:

Q. What Indian claim was it that Mr. Kirtland had?—A. That was a matter that I had forgotten to mention. He was interested in a movement that I had made on the part of the Government to show cause why the Government should not pay a certain amount of money to the Choctaw Indians; that the claim was baseless. It was through Mr. Kirtland's instrumentality that I was introduced and made known to the Secretary of the Treasury.

Q. Was that claim stopped through your influence?—A. Yes, sir.

Q. With Secretary Boutwell?—A. With Secretary Boutwell.

By Mr. WILSON:

Q. How did you get your compensation for that?—A. I never have got any yet.

Q. What arrangement have you for that?—A. There was an understanding that the Secretary would pay for the information furnished.

Q. What were you to be paid?—A. It was contingent upon the showing as to the justice of the claim, and the rate was, I think, 10 per cent. upon the amount.

Q. What was the amount of the claim?—A. The claim was for \$2,300,000—upward of that; but the compensation was to be simply on the bond, \$250,000.

Q. How did Mr. Kirtland happen to get into that arrangement?—A. He had come with a gentleman named Page; it was through him.

Q. Who is Page?—A. Nathaniel Page, a lawyer here in this city. It was through him that he gained access to the Secretary of the Treasury.

Q. Was he of the firm of Dent & Page?—A. Yes, sir.

Q. It was in that way that you became interested in it?—A. Yes, sir; through that channel I was brought into contact with the Secretary of the Treasury, and made known to him the character of that claim, that it was baseless and had no merit.

By the CHAIRMAN:

Q. You had examined that claim thoroughly, had you?—A. Yes, sir.

Q. And you were of the opinion that it was a fraudulent claim?—A. Entirely; yes, sir.

Q. The claim was stopped?—A. Yes, sir; the bonds are now suspended. The Solicitor of the Treasury made a report, embracing the entire subject, exhaustively, on the merits of that claim.

Q. Did you prepare that?—A. I did not propose it, but I furnished the data upon which it was made, and it is now before Congress. The report was made to the Forty-second Congress by direction of the Secretary of the Treasury, and by the Solicitor submitted to him, and he transmitted the report of Mr. Bantfield to Congress about the 6th of January, 1873. It shows the whole character of the claim from the begin-



ning to the end; and how it is possible for Congress to entertain any proposition to pay any proportion of the claim with the facts stated, I cannot see.

By Mr. WILSON :

Q. Passing from that back to the matter which is immediately before the committee, where were you to send Mr. Kirtland's baggage ?—A. I was to keep it until I saw him.

Q. Where were you to keep it ?—A. At my room.

Q. When was he to see you ?—A. He did not specify any time. He wanted me to keep the baggage until he called for it.

Q. Have you denied that you were at the Washington House to pay his bill ?—A. No sir.

Q. To nobody ?—A. No, sir.

Q. Not even to-day ?—A. No, sir.

Q. Did anybody inquire of you in regard to that ?—A. No, sir.

Q. You have had no conversation with any person on that subject ?—A. Not at all, sir.

Q. You say there was nobody at your room last night after the subpoena was served upon you ?—A. There was not.

Q. Whom did you see before the subpoena was served upon you ?—A. I was at the office seeing the persons with whom I am engaged in business.

Q. At your room whom did you see ?—A. No one, sir.

Q. Nobody there ?—A. No, sir. I had been up to the city, and I got to my room about 9 o'clock.

Q. Did anybody bring you some papers last night ?—A. No, sir. I spent the evening mostly with a friend from Arkansas at No. 510 Thirteenth street, and remained there, and got to my room I think a little after 9 o'clock.

Q. Who was that person with whom you spent the evening ?—A. It was Mr. Lanergan, of Fort Smith, Ark.

Q. Do you know with whom Mr. Kirtland has been in consultation since he has been in this city ?—A. No, sir; no other that I know of, except Mr. Wilcox. They have been old friends. He called there to see him.

Q. Did you see anybody at Mr. Kirtland's room ?—A. No, sir; no one but Mr. Wilcox. I saw him there once.

Q. What time did you see Mr. Wilcox there ?—A. Probably some ten or twelve days ago.

By the CHAIRMAN :

Q. Did you see him there last Sunday a week ?—A. No, sir; not on Sunday.

Q. Were you there last Sunday a week ?—A. I think very likely I was; I do not recollect.

Q. Were you there on Monday week; was it Monday week that you saw Wilcox there ?—A. I think possibly; I cannot recollect exactly the time; it was some ten or twelve days ago. I only saw him there once. I called to see him (Mr. Kirtland) very frequently; he is my son-in-law.

By Mr. WILSON :

Q. Have you had any interest in contracts in this city ?—A. Not one, sir.

Q. Have you assisted anybody in procuring any ?—A. No, sir.

Q. Directly or indirectly ?—A. Not directly or indirectly.

Q. Are you now unable to give this committee any idea as to where Mr. Kirtland can be found?—A. I cannot do it, sir; I have no idea where he is. I do not think he is in the District. I think he must have left before this.

Q. Now, sir, I desire that you shall state to this committee, withholding nothing, all you know in regard to Mr. Kirtland's whereabouts.—A. Well, I have already stated that I do not know anything.

Q. Do you know whether he has left this city or not?—A. I do not, sir.

Q. What is your impression about that?—A. Well, sir, my impression is——

Q. Now, sir, I want you to understand distinctly the question I put to you, and the form in which I put it. I want you to state to this committee, without any evasion or reservation, withholding nothing, all that you know in regard to Mr. Kirtland and his whereabouts.—A. Well, sir, simply, I know nothing.

Q. Is there any understanding upon his part, so far as you know, that he should keep himself concealed?—A. Well, sir, he was—there was not any concealment. He was seen here in his room. I do not know whether he was pursuing any concealment. He went about when he was able to get out.

Q. Was there any understanding between him and you that you were not to know where he was?—A. No, sir.

Q. Nothing of that kind?—A. I was with him every day at the Washington House; and after we separated——

Q. Now, sir, the relations between you and Mr. Kirtland were of somewhat an intimate character, and I want to know, without any sort of withholding of anything, all you know in regard to Mr. Kirtland's whereabouts, or why he is absent from this city.—A. Well, sir, I say that I do not know where he is. My impression is that he is not now in the District, but I do not know where, and, in fact, I do not know that he has left the District; nor do I know that he is not here.

Q. You found him under an assumed name, did you not?—A. He told me that he was registered in that name.

Q. You found him under an assumed name?—A. Yes, sir.

Q. Did that excite your curiosity?—A. Well, it did; but he said that he wanted to be there, and it was none of my business to question him to know anything about his motives.

Q. Did you have no sort of conversation with him in regard to why he was there under an assumed name?—A. As I said previously, I think he was there to consult with his friends.

Q. That is not the question I asked you. I want to know whether you had any conversation with him on that subject.—A. That he did not want to——

Q. Please answer the question I put to you. I want to know whether you had any conversation with him on that subject.—A. I have no recollection of any; only so far as that he did not want to appear before the committee until he consulted with a lawyer.

Q. What lawyer was he going to consult?—A. I do not know. I think he had an idea that inasmuch as Mr. Chittenden was consulting Mr. Storrs, he had the idea of seeing Mr. Storrs.

Q. Did he not tell you that he was going to consult with Mr. Storrs?—A. I think he did say something of that sort.

Q. Did he not tell you that he was going to consult with Mr. Storrs?—A. No, sir, he did not say that he was going to do so; but he said that

he was—that he had entertained an idea of seeing a lawyer, and that Storrs had been engaged by Chittenden.

Q. Did he not say that as Mr. Storrs had been engaged by Mr. Chittenden, he would consult with Mr. Storrs also?—A. That he might do so; but he made no—he informed me of no determination.

Q. What was he going to consult with Mr. Storrs about?—A. I do not know, sir: probably the same motive that Mr. Chittenden had in consulting with Mr. Storrs.

Q. Do you know whether he was at any other hotel in this city?—A. No, sir.

Q. Have you any information upon that subject?—No, sir; none at all.

Q. None whatever?—A. None whatever, sir.

Q. What day did he get to Washington?—A. I think he must have got here the 14th or 15th or 16th of the month; the 15th or 16th, I think.

Q. Do you know where he was in Georgetown?—A. No, sir; he simply dated his note in Georgetown, and there was no place specified.

Q. Where is his wife now?—A. She is on the farm near the village of Greenbush, near Albany, N. Y. The farm is about a mile and a quarter from the capitol of the State. She is there with the children.

Q. And you are entirely unable now to give the committee any information as to where Mr. Kirtland can be found?—A. I am, sir, entirely.

Q. You yourself would not know where to go to find him?—A. I would not, sir.

By the CHAIRMAN:

Q. Have you not some impression that he is in Georgetown, inasmuch as you got that note from there?—A. He may be there. That is the only reason I have to think so; but I do not know, if he is there, where he is.

Q. What day was it that you got that note?—A. I got it, I think I said, last Thursday or Friday, a week ago.

By Mr. WILSON:

Q. When did you go and pay his bill?—A. I was indisposed, and I did not go to the office on Saturday. I recollect, now, the note came to me Saturday morning, but I was not there. I was sick that day, and I did not get it till the Monday morning following. I should have got it on the 24th, I recollect. I recollect now that it was written from Georgetown on the 23d, and I should have received it on the 24th, but I was sick on the 24th, it being—Saturday was the 25th. It was written on the 24th, in Georgetown. I should have received it, if I had been at the office, (as my letters are put on my desk,) on Saturday morning; but I was sick, and did not go to the office until Monday morning, and did not receive it until Monday morning.

By Mr. BASS:

Q. Did it go through the regular course of mail?—A. Yes, sir.

Q. Post-marked?—A. Yes, sir—"Georgetown."

Q. Have you any relative in this city?—A. No, sir.

Q. In Georgetown?—A. No, sir.

Q. Have you any friends in Georgetown?—A. Yes, I have some friends there.

Q. Has Mr. Kirtland?—A. No; I do not know that he knows any one in Georgetown. I have some friends that I had known in former years, whom I have not seen for a long time.



The committee reassembled at 2 o'clock, p. m.

IRA HOLMES sworn and examined.

By the CHAIRMAN:

Question. Where do you reside?—Answer. In Chicago.

Q. What is your business?—A. I have been president of the Manufacturers' National Bank—in fact, I presume, I occupy that position now.

Q. Do you know those five notes? State to the committee when you first saw them or any of them.—A. Here are two notes, one for \$10,000 and one for \$4,500, that I think I saw about the 3d or 4th of August, 1872. I see they were entered on our books on the 5th, and I believe I was a day or two negotiating before I purchased them.

Q. You purchased those two notes?—A. Yes, sir.

Q. Of whom?—A. A. B. Kirtland.

Q. Where did you purchase them?—A. In Chicago.

Q. What did you pay for them?—A. \$12,000.

Q. In money?—A. In money.

Q. Not in checks?—A. A draft on New York for \$10,000 and \$2,000 in currency.

Q. Did you see, at that time, any of the other notes?—A. No, sir; I did not.

Q. How did you come to know Mr. Kirtland?—A. He came into my office and asked me if I would buy this paper, and I told him I would if he could be properly identified; and I sent my cashier with him to Mr. Chittenden, whom he said he knew, and I knew very well. They returned. They had had some conversation with Mr. Chittenden, and I was not fully satisfied that Mr. Kirtland had authority to sell those notes, or was the proper owner, and I then took charge of the matter, and that evening I went and took the two notes and went to see Robert McClelland, personally, and asked him if this was his paper; if Kirtland had a right to sell them; if the paper was all right, and would be paid. He said to me: this man ought not to have this paper in the Chicago market for sale; but it is all right, it is my paper, and will be paid on maturity. On that I bought the notes.

Q. Were those two notes paid at maturity?—A. They were not. I judge that those are the two notes, because I see they are marked 1612 and 1613. The notes read as follows:

\$4,500/69.75—4,500.75.

CHICAGO, July 1, 1872.

For value received, three months after date we promise to pay to the order of our selves four thousand five hundred dollars, at ———, with interest at the rate of six per cent. per annum.

Due Oct. 1-4, 1872.

DEGOLYER & McCLELLAND.

Indorsed on back: Pay Geo. F. Baker, esq., Cash., or order. J. H. Holmes. (Canceled.)

JANUARY 21, 1874.—Paid fifteen hundred twenty four and — dollars. \$1,524. —

DEGOLYER & McCLELLAND.

Internal-revenue stamps, canceled.

Indorsed (on face:) Protested for non-payment, Oct., 1872. R. Heber Lebagh.

Stamped—Manufacturers' National Bank, Chicago, Oct. 4, 1872.

\$10,000, 205—\$10,205.

CHICAGO, July 1, 1872.

For value received four months after date we promise to pay to the order of ourselves ten thousand dollars, at ———, with interest at the rate of six per cent. per annum.

DEGOLYER &amp; MCCLELLAND.

Due November 1—4, 1872.

Indorsed: DeGolyer &amp; McClelland.

Internal-revenue stamps canceled.

Pay Geo. F. Baker, esq., Cash., or order. J. V. Holmes. Canceled.

\$10,000.00, 461.66—10,461.66.

CHICAGO, July 1872.

For value received, nine months after date we promise to pay to the order of ourselves ten thousand dollars, at ———, with interest at the rate of six per cent. per annum.

Due April 1—4, 1873.

DEGOLYER &amp; MCCLELLAND.

Indorsed: DeGolyer & McClelland. (Canceled: J. A. Holmes. Canceled: Pay J. A. Holmes, or order. For collection for the Chatham National Bank of New York. Geo. M. Hard, Cashier.) Pay H. C. Swain, cash'r or order. W. D. Buchanan, Vice President. Revenue-stamps canceled.

\$10,000, 461.66—10,461.66.

CHICAGO, July 1, 1872.

For value received, nine months after date we promise to pay to the order of ourselves ten thousand dollars, at ——— with interest at the rate of six per cent. per annum.

DEGOLYER &amp; MCCLELLAND.

Due April 1—4, 1873.

Indorsed: De Golyer &amp; McClelland.

Pay H. C. Swain, cashier, or order, for account of Manufacturers' National Bank of Chicago.

Canceled: J. A. Holmes, cashier.

W. D. BUCHANAN, Vice-President.

[U. S. revenue-stamps canceled.]

\$10,510.33.

Chicago, December 14, 1872.

For value received, on the fifth day of May, 1873, after date we promise to pay to the order of ourselves ten thousand five hundred and ten dollars and thirty-three cents at ———, with interest at the rate of six per cent. per annum, after due.

Due ———.

DEGOLYER &amp; MCCLELLAND.

Indorsed, DeGolyer &amp; McClelland.

Q. When did you see the remainder of the notes?—A. I think it must have been about the first of October, 1872. It may have been in September.

Q. In September or October you saw the remaining three notes?—A. Yes, sir, and several others. One of these notes I did not see, because it was not made until December 14th, but two of them, and two or three other notes which have been canceled and given up, I saw in September or October, I should say, because I see they were discounted at the bank October 15 and 19, and I had possession of them personally for some time before that, myself.

Q. Do you mean possession of them, or were you the owner of them?—A. I owned them.

Q. Before?—A. Yes, sir.

Q. When did you first own them?—A. From this entry is all I judge. By that it was in September or October that I bought them from Mr. Kirtland.

Q. What amount did you purchase of him?—A. I bought at that time \$55,000.

Q. Where was that transaction?—A. That was in Chicago.

Q. Describe the notes that you bought of him at that time.—A. "Due April 4th, 1873, \$10,161.66;" that was \$10,000 and interest. "Due November 4th, 1872, \$10,210." "Due December 4th, \$10,259.99." "Due December 4th, \$10,259.99." "Due April 1st, \$10,161.66;" and one of \$5,000, due February 17th.

Q. That was five notes of \$10,000 each?—A. Five notes of \$10,000 each and one note of \$5,000. I want to say here that I bought one \$10,000-note, and then subsequently bought the \$45,000 several days afterward.

Q. When did you buy that \$10,000-note?—A. It was, I should judge, in September, or the 1st of October. I can give you those figures exactly, because deeds and papers that I passed at that time will show the exact dates.

Q. Have you those deeds and papers with you?—A. I have not: they are matters of record, though, at Chicago, and I can give you the exact dates.

Q. Of whom did you purchase that \$10,000 note?—A. Mr. A. B. Kirtland.

Q. Where?—A. In Chicago.

Q. What did you pay him for it?—A. A house and lot on Michigan avenue, near Twenty-fifth street, subject to a \$6,000 incumbrance.

Q. Did you make him a deed for the lot?—A. I did, to his wife.

Q. To Mrs. A. B. Kirtland?—A. Yes, sir. I had a contract for the house and lot coming from Brian & Philpot. I had not the deed of it, and when I made this trade Mr. Philpot deeded the property directly to A. B. Kirtland's wife.

Q. And that satisfied the \$10,000-note?—A. That satisfied the \$10,000-note.

Q. Then you subsequently, a week afterward, or within a few days afterward, purchased \$45,000 worth?—A. Yes, sir.

Q. What did you pay him for the \$45,000 worth?—A. \$5,000 in cash, \$5,000 in five or ten days, \$5,000 in ten or fifteen days, making \$15,000 in cash, and 300 feet of land on the corner of Forty-second street and Wabash avenue, subject to an incumbrance of \$15,500.

Q. You paid him, in cash, \$15,000?—A. Yes, sir; I represented that property as having only \$15,000 incumbrance upon it, and I was to give him \$15,000 in cash. I ascertained, when I came to look at my papers, that there was \$15,500 incumbrance, but I paid him the \$500 that I had misrepresented, so that I paid him \$15,500 in cash.

Q. Then you paid him, in all, in cash, \$12,000 and \$15,500?—A. Yes, sir.

Q. And you exchanged with him what?—A. Three hundred feet, fronting on the corner of Wabash avenue and Forty-second street, the southeast corner, with an incumbrance of \$15,500.

Q. Did you make him a deed for that?—A. I either deeded it direct to him or to his wife, I cannot tell which.

Q. You had the title?—A. I had the title?

Q. That was the only incumbrance upon it?—A. That was the only incumbrance upon it.

Q. Was any other person present at any of these negotiations with Kirtland?—A. I think when I bought the first \$14,500 my cashier and vice president were both present; but I do not think anybody was present when I made the other trade, as those were personal trades. I think he and I made them and concluded them.

Q. Mr. Kirtland was in Chicago all this time?—A. Yes, sir. Not from the time of the first purchase. He was away, and came back again.



Q. Did you have any controversy with him, or discussion as to the amount of money you should pay him?—A. Yes, sir.

Q. He wanted more money?—A. Yes, sir; and I wanted to pay less.

Q. You finally agreed upon the \$15,000?—A. Yes, sir.

Q. Why did he say that he wanted more money?—A. He did not give any reason, that I know, except that he thought the paper was worth it.

Q. Did he not tell you that he wanted more money because he had some parties that he wanted to divide this money with?—A. No, sir; not that I remember.

Q. Did he give you any reason why he wanted the money?—A. Nothing, except that he had bought some property in Washington, and would have to make a payment. But that was in regard to the first \$12,000 that I gave him. Subsequently nothing. He came there to sell paper and trade it for property.

Q. Did you consult with DeGolyer & McClelland in relation to the last note?—A. No, sir; I did not.

Q. You did not communicate with them at all?—A. No, sir.

Q. Did you communicate with Mr. Chittenden?—A. No, sir; I did not.

Q. Neither Mr. Chittenden nor DeGolyer & McClelland knew that you were making these negotiations?—A. No, sir; not that I know of.

Q. Did Mr. Jenkins?—A. No, sir; I did not know Mr. Jenkins at that time.

Q. Where was Kirtland staying in Chicago?—A. I think at the Gardner House; the first time he came there, I think, at the Tremont House—the Michigan Avenue Tremont, that Drake kept after the fire; the second time, I think, he stopped at the Gardner House.

Q. Was any one with him?—A. No, sir; not that I know of.

Q. Were you at his room?—A. I was at his room in the Tremont House when he was there the first time; or it might have been the second time; I think it was the first time, however.

Q. You saw no one with him?—A. No one at all.

Q. Did he tell you how those notes originated?—A. No, sir; he did not.

Q. Did you know?—A. I did not.

Q. You had no knowledge whatever as to the origin of these notes?—A. Not at all.

Q. When did you see Kirtland last?—A. That I was trying to remember to-day, because I thought the question would be asked me. My impression is that it is a year ago since I last saw him.

Q. At the time of this transaction?—A. O, no; I have seen him since then. I have seen him twice since I bought these notes—both times in New York; I met him twice. I met him once since I bought the notes in Chicago, December 14, the time this note was renewed at the Cook County National Bank. I met him there then. He was instrumental in getting those two notes renewed.

Q. Had you those notes rediscounted at the Cook County National Bank?—A. Yes, sir.

Q. With your own indorsement?—A. No indorsement.

Q. Who was present?—A. D. D. Spencer.

Q. How did they happen to come to the Cook County National Bank?—A. Simply because I wanted them out of my hands.

Q. Did not Spencer ask you to indorse them?—A. He knew very well I would take them up after he got them renewed.

Q. I mean before the renewal?—A. After I had bought all this paper, McClelland began to intimate that the paper was not all right, and he did not propose to pay it. Well, I said to him, this is

singular: you told me when I came to you that this paper was your paper and it was all right, and told me to buy it. I said, "Bob, you ought to have given me some hint in regard to this; you know very well I should not have touched this paper and paid money out on it if I had supposed there was anything wrong." "Well," he says, "you did have some notice before you bought this last \$45,000." I said, "Not at all; I knew that this man was scared evidently, and that I was making a good trade out of him; but I believed the paper was all right from what you told me. I believed it was evidently the same paper, and whatever the transaction was I believed it was all given in the same transaction. I thought I had a chance to make a good trade with him and did make it."

There was \$20,000 of this paper coming due in November that I had on hand, and before it came due I thought I will get that in good shape, so that there will be no controversy about that. I sent my cashier over to the Cook County National Bank, and he said to Mr. Spencer that a gentleman had brought in some notes for sale: "I want you to buy them. Ira said it was all right." I sent an outside man there with the notes, and he gave him a check for \$19,500. When they became due, he pressed their payment very strongly, and he finally renewed them. He renewed one with him and they came to my bank, and I loaned them \$10,000. That got away \$20,000 as I supposed, without their having a chance to fight me. When these others came due I had possession of them, and I made up my mind I would do nothing except try to get possession of them as fast as I could. After they declined to pay them, he said if we go on with the contract we will pay these as fast as we lay any pavement, and we won't any faster. They got in a tight place and had to pay \$10,000 here for repairs of their last work, and in consideration of their renewing \$15,000, after Jenkins came in, with Jenkins and McClelland on it, taking up and canceling the old paper entirely, I loaned them \$15,000 in money on Jenkins and McClelland's paper, guaranteed by K. K. Jones, a brother-in-law of Mr. Jenkins.

In that way I got \$15,000 of my money back. Then, when it came this fall—my attorneys had said to me, "You can collect every dollar of this paper if these men are good." I had explained the whole transaction to them. I said, "I do not believe DeGolyer and McClelland are good. I know they have lost \$50,000 or \$60,000 in Washington, and are head over heels in debt here in Chicago. I do not believe I would get enough out of them to pay me for raising the stink that this amount of paper in my hands would occasion. I would rather run along and get what I could out of them." I got \$15,000 out of it, and when they came back here in January, I made a proposition to them to buy them out, and take their lumber and machinery here, if they would settle with their own partners, Ray and Whitney, and allow \$15,500 on the notes: that I would give them \$10,000 in cash: \$5,000 in four months; \$5,000 in eight months; \$5,000 in twelve months; making \$25,000, provided they settled with Ray and Whitney, allowing \$12,500 of vouchers to be applied on notes of DeGolyer and McClelland. That proposition they accepted substantially, except that I was to take up some other notes instead of giving my own, which I provided to do.

That is the history, substantially, of the whole transaction. I have got \$27,500, of which I have got my money back out of the notes. That is all I have got, and that is what I have been working to get.

Q. That is, you got the cash advanced?—A. I got the \$15,000 and \$12,500, and I think I am very fortunate.

Q. You lost your real estate?—A. I have, except so far as this contract in this lumber here may be worth more than I paid for it—\$25,000.

Q. Is this lumber here now?—A. Yes, sir; there is about \$40,000 worth of lumber here, of which I own two-thirds, and the machinery, which would cost about \$25,000. I have about two-thirds of \$65,000.

Q. You took an assignment of the DeGolyer and McClelland contract?—A. Yes, sir; so far as they had any contract.

Q. That you own now?—A. It was not made to me, however, but to my cousin, J. A. Holmes; but he really represents me.

Q. Are you not bound to keep this pavement in repair?—A. No, sir; I do not assume that at all, although I have their contract with their old partner for this work done last year—Ray & Whitney, their partners. They agreed to pay for their proportion of the repair on the balance of that done last year, and they are bound on the work that they did the year before that. I understand this, also, that the machinery here is mortgaged to keep this pavement in repair, and we have a bond from them guaranteeing us against any loss under that mortgage.

Q. A bond from DeGolyer and McClelland?—A. From Jenkins and McClelland.

Q. You never knew Mr. Kirtland, then, until you met him in Chicago, in August, 1872?—A. Never, sir.

Q. You knew nothing about him?—A. I knew nothing about him. I never had heard of him. I want to explain here one thing. I see on my books January 9, 1872, note No. 295, discounted for DeGolyer & McClelland, \$9,604.33. That was the balance of \$20,000 that they owed me at the time of the fire. I see April 11, 1872; that was paid in money. I had collected \$25,000 of them from October up to January previous. Although they had been very slow, still I had found they were good, and when I had pressed them I had got \$25,000 out of them, and they did not owe me a dollar at the time I made this trade.

By Mr. THURMAN:

Q. What was this property worth that was mortgaged above the mortgages?—A. The house and lot was given me for making a man a loan which I did for him. He made me a present of it over and above the mortgage. It was worth really \$10,000 or \$11,000, \$5,000 or 6,000 margin in the property at a fair price. But still it was a narrow house, I believe the narrowest one I ever saw—14 feet. A handsome stone front, a very beautiful little house. It had been bought for \$9,000 and sold for 11,000. That I made a trade to Mr. Philpot for, and it did not cost me a cent, 300 feet on the corner of Wabash avenue I paid a year before that \$75 a foot for, and I put it into this trade at \$150 a foot. He has got a margin if he has not sold it or disposed of it. I sold mine for \$35,000, although at the time I sold it to him I do not think it was worth over \$27,500 or \$30,000. There was probably \$10,000 or \$12,000 margin in that at the time I sold it to him. It was put in at a margin of \$30,000. I was figuring to buy this paper at about 50 cents on the dollar.

By the CHAIRMAN:

Q. It was purely a money transaction with you?—A. Yes, sir; entirely.

Q. By which you expected by a series of manipulations to make some money?—A. I expected as these men went along in business I could get \$5,000 then and 2,000 now, and keep pressing them and I could get all the money out of them in a year or two. I knew this paper was slow paper, but I did expect to get every dollar and interest



in time, and believed them and knew them to be good. I knew this man was frightened about the paper and did not think it was good, but I thought it was just as good as wheat.

Q. You were here four weeks ago?—A. No, sir.

Q. Have you not been in this city this year?—A. No, sir.

Q. Not since the 1st of January?—A. No, sir.

Q. Was it your brother?—A. No, sir; he has not been here; I have not been here since the Boston fire.

Q. What Holmes was it who was here some time ago?—A. O, I guess that is a New York Holmes; he was interested in some paying here some time ago; he is no relation of mine.

Q. Have you had any interest in paying-contracts here?—A. Not at all.

Q. Did you see Governor Shepherd when he was in Chicago last year?—A. No, sir; I never met him until to-day; I never knew him by sight.

Q. Did you ever hear of Colonel Moore?—A. I have a letter of introduction to William G. Moore; I never met him or saw him.

Q. From whom?—A. From Governor Shepherd's brother. I have also a letter to Governor Shepherd that I have not yet presented, from his brother in Chicago. I met him Sunday and asked him to bring me some letters, and he brought me these two on Monday.

By Mr. HAMILTON:

Q. Did you ever get a letter from William G. Moore?—A. No, sir; not that I know of. Let me make a statement now. I understand very readily you want to ascertain if I had any means of knowing what Kirtland did with this money.

Mr. HAMILTON. Yes, sir; that is what we want.

The WITNESS. Well, sir; now I say to you frankly and honestly, that while I had interview after interview with this man, and was on very friendly terms with him—he stopped at my house, and I treated him elegantly—and I have seen him when he has had a glass too much, and I am satisfied that if he would have told anybody in the world he would have told me; yet I never received the slightest intimation where this money went to, or but what it all belonged to him; and I judge that either he did not give it up to the parties that he promised, or else he never made any such promise; I do not believe a dollar of it ever went to anybody else; there may have been some pledge somewhere else possibly, but I do not believe he ever gave a dollar up; I think he took and “gobbled” the whole thing.

Q. Did you not turn him out a span of horses?—A. I sold him a span of horses after I had made the payment in cash which he paid me. I sold the horses, carriage, harness, for \$5,000.

Q. What did he do with that establishment?—A. I do not know. I was hunting them up to day. The only experience I have had with Kirtland since then was that he drew on me for \$1,200, and sent his wife out there. His wife plead very hard for me to cash it, and said they had to have that money to get through; and she promised me that she would see that it was paid within a week or ten days. I very foolishly did so, and haven't seen either of them since.

Q. Where did he draw?—A. From the Arlington House, Washington. He wrote me a very pitiful letter that I must pay that—protest it—and his wife would see herself that it was paid within a week, but I failed to get my money.

Q. When was that draft drawn?—A. I think it must have been about

a year ago now. It must have been last spring. I had been on good terms with Kirtland all this time, because, he had assured me from time to time, "Now, I can get you the money on this paper, and I will; and I will see that these men have a fair show with their contract, and that the thing is carried out." Afterward McClelland told me—a long time after I bought this paper and had been speaking with him—all the facts that are spoken of here. I knew that this paper was given for getting this contract. While I was running the bank I couldn't afford to have anything of this sort get out—that I had bought and had an amount of this kind of paper, such as that was—and I kept quiet about it, and kept lending him a little money until I got out what I put in it, and the balance I was satisfied I could not collect against him, and started in for this contract.

Q. Did Kirtland bring that draft personally to you?—A. No, sir; it came through the bank and she arrived there the same morning and came to see me before the bank opened, to ask me to pay it. I told her I could not do it, and she went away. The draft came in and I let it go back. About 1 o'clock she urged and pressed me so hard that I finally sent out to the other bank and gave my check for it. I have not seen her since. He was here in Washington and she came out there alone, expressly to get me to pay that.

Q. When you bought those notes was she there with him?—A. No, sir.

By Mr. WILSON:

Q. How did you find out that she was Mrs. Kirtland?—A. Only by her own introduction.

By the CHAIRMAN:

Q. Have you had any letters from Mr. Kirtland?—A. Not in a long time—not since he asked me to pay this draft. That is the last I heard of him. I met him, it may have been last September, possibly, or the last of August, in New York.

Q. What excuse did he make for not paying the draft?—A. I did not say a word to him about it. I did not speak to him about it. He made an engagement to meet me, however, and I did expect to talk with him and have a little understanding with him about it; but he left town before I saw him again to make an appointment with him.

By Mr. WILSON:

Q. Did you know what he did with his horses and carriage?—A. I think he took them to Albany. I delivered them in Albany for him.

Q. When you made this trade with DeGolyer & McClelland, by virtue of which you got this property here in Washington you settled these notes?—A. Yes, sir.

Q. Why did you not deliver up the notes to DeGolyer & McClelland?—A. Simply because, if the facts were ever demonstrated—what you want to get at here—I think I shall have some claim on somebody to help pay these notes. I would like to find out who got the money myself. I thought they might be of some service to me in that way.

Q. Did you give a written agreement to DeGolyer & McClelland?—A. Yes, sir.

Q. Have you that agreement?—A. Yes, sir. It is signed by myself as president, and by my cashier.

[The following is the agreement referred to:]

The Manufacturer's National Bank of Chicago holds in its own right the promissory notes of DeGolyer and McClelland, payable, and of amounts following, to wit:

July 1, 1872, nine months.....	\$10,000
July 1, 1872, nine months.....	10,000
July 1, 1872, three months.....	4,500
July 1, 1872, four months.....	10,000

Each bearing six per cent. interest from date, December 14, 1872, May 5, 1873—\$10,510.33.

Bearing six per cent. interest after maturity:

December 16, 1872, ninety days.....	5,000
February 17, 1873, sixty days.....	5,000

Each at ten per cent. interest after maturity.

And the said bank for full value received of Charles E. Jenkins and Robert McClelland, hereby releases them and the makers of said notes wholly and absolutely from all and any liability on said notes and each of them, and, as to them, said notes are canceled.

Yet the said bank will retain the possession and custody of said notes until the same shall be paid out of the proceeds of a certain contract made between said Jenkins and McClelland, and Ray and Whitney, for paving streets in the city of Washington, according to the terms of said contract, but upon the express condition that said notes or any part thereof, shall never be by said bank sold, transferred, or put out of its possession for any purpose whatever, save that herein expressed; which condition said bank hereby accepts, and will comply with.

Witness the seal of said bank, and the signatures of the president and cashier, this 20th day of January, 1874.

The Manufacturers' National Bank of Chicago, by—

[SEAL.]

J. M. HOLMES, *President*.

J. N. HOLMES, *Cashier*.

For value received, I hereby guarantee the performance of the foregoing agreement.

J. M. HOLMES.

J. N. HOLMES.

Of the above-mentioned notes the two for five thousand (\$5,000) dollars, each dated respectively December 16, 1872, and February 17, 1873, have this day been canceled to Robert McClelland.

CHICAGO, *January 27, 1874.*

ROBT McCLELLAND

Vouchers.....	12,322 87
10-2 notes and interest.....	10,798 61
Amount indorsed.....	1,524 26
n 4,500 note.....	

The WITNESS. I was giving up this paper and, of course, I wanted something to secure me.

By Mr. STEWART:

Q. Did you, during all this interview, have any conversation as to how these notes were procured?—A. Not at all. I knew Chittenden got the notes from them; they sent them by express to Kirtland at Washington; that is all I know about it. I did not know that until afterward. Kirtland was very careful to say nothing to me. I went to McClelland, I said, "Bob, is this your paper?" and he says, "Yes; that damned cuss has no business to have these notes in Chicago for sale, but," says he, "that is my paper; it is all right, and will be paid at maturity." I afterward brought a gentleman from Chicago to Washington, and that was just at the time of the Boston fire, and Bob McClelland reiterated in his presence that same remark that, "I told you about the \$14,500, but you had notice before of the other."



By the CHAIRMAN :

Q. Did you not get some idea, either before or afterward, of the history of this transaction as to where this money was going ?—A. Not the slightest.

Q. It is to you a profound mystery at this moment ?—A. It is. I have not the slightest idea. I have the slightest idea, too. I have a full conviction in my own mind where it went.

Q. Now, tell us.—A. That is, to A. B. Kirtland, and I believe he gobbled every dollar of it. I don't believe he ever parted with a soumarque. That is my firm conviction after all my transactions with him. I have had a thousand suspicions that there were other parties in interest who were to receive some, but I have been morally certain from my transactions with the man that he never gave up a dollar, if he had such contracts.

By Mr. BASS :

Q. In all your intercourse with Mr. Kirtland, when he had been at your house, and you were on such good terms with him, you must have had a little curiosity to know how it was that he should be able to get \$70,000 in notes; did you ever ascertain from him how it was, and through what parties it was that he pretended he was having this influence which would enable him to get this amount ?—A. No, sir; I did not. I am satisfied that he preferred the impression to be carried to me that he was a very smart fellow, and got all this himself, rather than that he had to divide. He did not intimate in the least. If I had had the slightest suspicion about it, I should not have pressed any inquiries of that kind, after I had got the paper in my hands. I wanted to know as little as possible. The minute I began to suspect any one I talked very little. I did not want to get posted up about the consideration. When I bought the notes I believed they were good, and I knew I was an innocent purchaser, and I was making a big trade for them and was making plenty of money on them.

Q. What has become of that 300 feet of land ?—A. I think he must have that yet. I think the house and lot were sold under the mortgage. He failed to pay the interest, and lost it entirely.

By Mr. HAMILTON :

Q. Who holds the mortgage on that lot ?—A. The Prior estate in New York.

By Mr. BASS :

Q. I see you received auditor's certificates ?—A. I have \$32,000 auditor's certificates for work completed. I could not do anything with them in Chicago.

Q. On completing this contract ?—A. For the 25,000 yards they laid this last season. The way Ray & Whitney came to be in there was, I gave them the money, \$23,000, to come in. I found McClelland & DeGolyer had got in bad odor here and could not go on and do any work. I got Charley Ray to come in here and furnished him the money to come in with Jenkins & McClelland to go on and do the work, with the understanding with Ray that he should keep his eye on, and when the certificates were paid he should get my proportion. But Jenkins & McClelland knew nothing of my interest with him. I put him in here simply to watch my interests. They figured over the work on their 25,000 square yards, and they made last year very little if any money. I know Ray was telling me, he says, "I have not figured it closely;" "but," he says, "there ain't any thing of any account in it."

By Mr. WILSON:

Q. Was that because of the character of the pay you had to take?—

A. No, sir; I think not. I furnished them this \$23,000, and then they had to sell some of their certificates at 60 or 70 cents, but not a great many of them.

By Mr. HAMILTON:

Q. You assume that at par?—A. Yes, sir; assuming that at par, they did not make much money. I can send you the exact figures.

By the CHAIRMAN:

Q. Did they use your lumber?—A. No, sir; Ray & Whitney went in and took a third interest. Nominally, they were the men, but I furnished the money for them to go in. I was to have a third or a half of the profits.

By Mr. WILSON:

Q. Have you any arrangement by virtue of which you can lay down any pavement here now?—A. Only whatever rights I have under the assignment of Jenkins & McClelland of the old contract. Mr. Ray, my partner, and the man upon whom I rely as a practical paver, said to me, "I do not think that old award is good for anything, but I tell you we can do good work and get fair prices, whether under the present or any new administration. We have the machinery and lumber, and can get all the work we want. You can get out whole on your paper." On that report I said, "I will just buy this interest."

Q. But you have no arrangement now to put down any of this wood that you have here?—A. No, sir; not at all, except under that old 200,000 square yards.

Q. In what condition is this lumber here?—A. It is lying on the docks, as I understand, and on rafts.

Q. It is not in blocks?—A. No, sir.

Q. Is lumber ready to be cut up and prepared for paving?—A. Yes, sir; I have never seen it.

By Mr. BASS:

Q. Have you the original award?—A. No, sir; I have not. I never have had it. Acting under Mr. Ray's suggestion, I did not think myself that it was of any importance.

The committee at this point resumed its public session, but immediately adjourned to 10 o'clock a. m. to-morrow, April 30.

THURSDAY, April 30, 1874.

The committee met, pursuant to adjournment, and took the following testimony in secret session:

Testimony of DAVY WILLIS, bell-boy at the Washington House.

The WITNESS. I carried a note up to Mr. Shepherd's store at the corner of Ninth street and the avenue.

By the CHAIRMAN:

Q. Where from?—A. From the Washington House.

Q. From whom? Who gave it to you?—A. It came out of number 47.

Q. Did you see the man?—A. Yes, sir.

Q. What sort of a looking man was he?—A. A curly-headed sort of man, tall, slim.

Q. Whom did you deliver it to, do you remember, and whom it was for?—A. No, sir; I do not know who it was for.

Q. You do not remember the man's name?—A. No, sir; his name was on the back of the note which I handed to one of the gentlemen in the store, and he told me he was not in and would give it to him when he came in. I waited, and he came in and read it, and he told me to go back and say it was all right.

Q. What sort of a looking man was it that read the note?—A. Tall and slim, and had a little mustache here, [indicating.]

Q. Little whiskers on his chin?—A. Yes, sir.

Q. Had he any mustache over his lip, do you remember?—A. No, sir; I don't remember.

Q. How old are you?—A. I am going on thirteen.

By Mr. HAMILTON:

Q. Do you know Colonel Moore?—A. No, sir.

Q. Describe the kind of man who gave you the note. Describe his whiskers.—A. I can't recollect that, sir.

Q. How long was he in No. 47?—A. He was there about a week, I think it was.

Q. Where did he take his meals?—A. I do not know, sir. He had his meals brought to his room.

Q. Did you hear his name?—A. No, sir.

Q. Had he long whiskers or thin?—A. They came right out so, [indicating side-whiskers;] they were along down the side.

Q. When was this?—A. This has been mighty near a week.

Q. Is it not more than a week ago?—A. Yes, sir; I reckon it is about a week now.

FRIDAY, May 1.

JEROME J. HIND sworn.

By Mr. WILSON:

Q. Where do you reside?—A. Decatur, Alabama.

Q. How long have you lived there?—A. Since '65.

Q. How long have you been in the city of Washington?

WITNESS. Do you mean since I have been here this last time, or in coming to Washington? How do I understand the question?

Mr. WILSON. In coming to Washington.—A. I have been visiting Washington off and on ever since September, 1866.

Q. How long have you been here this last time?—A. I arrived here some time in the latter part of December, I think about the 19th or 20th. I cannot remember positively as to the date.

Q. When before that time were you here?—A. I have been here off and on at various times. I was here off and on during the summer and during the spring. I came—I got here on the 19th, I believe, of February, 1873, and remained here some three months. I was here until, I believe, I was off again a few days in June, and then returned, went west up in the mountains, and was gone until September, and then I returned here again. I was here a few days and went home, and then returned in December.

Q. Were you here during the year 1872 at any time?—A. Yes, sir; I don't remember exactly without my diary.



Q. What is your business in Washington?—A. Mail-contractor.

Q. In what branch of the mail-service?—A. Carrying mails from various parts of the South—Mississippi and Alabama.

Q. By what mode of conveyance?—A. Various modes. What is termed pack-mules or horses, steam, and by stage.

Q. Have you been in any way interested in contracts with the board of public works in this city?—A. No, sir; I have not.

Q. Either directly or indirectly?—A. No, sir; no way under the heavens.

Q. Have you represented anybody else with contracts, as contractor with the board of public works?—A. No, sir.

Q. No person at all?—A. No, sir; never represented anybody at all. If you will allow me—I don't know what your idea is in putting these questions—if you will allow me, I will qualify that in this way. If you ask me if I ever applied for a contract, I answer I did, but I never got it. I represented myself, and nobody else in that.

Q. You applied for a contract; when did you do that?—A. It was in April, a year ago; the latter part of April, I put my first application in.

Q. What kind of a contract did you apply for?—A. When I made my application, it was for what is known as the Scharff pavement here. The work was to be done, as I supposed, on F street. When I made the application, I didn't make any formal application; I didn't make any written application.

Q. To whom did you make your application?—A. To Mr. Shepherd.

Q. Who was interested with you in that application?—A. In that application, parties that were to assist me in it—one gentleman only—Mr. Abrams. He was the prime mover in that particular contract, or attempt to get a contract, rather.

Q. To whom did you make your application?—A. To Mr. Shepherd.

Q. You made no formal written application?—A. No, sir. I was advised by Mr. Abrams that such a contract would be let, and to see Mr. Shepherd. He thought I could get it, and he wanted to do the work.

Q. Do you know whether Mr. Abrams had been a contractor under the board of public works?—A. I don't; I know he did work for the board: whether he did it directly for the board, or somebody else, I don't know. I have heard him speak of Mr. Evans.

Q. Had he done much work for the board of public works?—A. I don't know that; he did not tell me; I never asked him.

Q. Do you know Mr. Wilcox?—A. I do.

Q. Were you interested in any way in any contract?—A. When I was trying to get this contract—for this pavement known as the Scharff pavement—for F street, I met Mr. Wilcox one day. Some one had told him I was trying to get this contract, and he said to me that if I would abandon my efforts in that direction to get a contract, that there could be a contract got in which he would interest me, and I would make as much money as out of the contract I was trying to get.

Q. Mr. Wilcox told you that?—A. Yes, sir.

Q. What was that contract?—A. It was a wood contract, as I understood it at the time, but afterward it turned out to be what is known as Belgian stone, I believe, or was to be.

Q. Who were the parties?—A. O'Connor & Shanley. There was a third party, but I don't recollect his name.

Q. You don't know who the third man was?—A. I forget his name; it seems to me I should recollect his name if I should hear it called, but I do not recollect the name now.

Q. Where does he live?—A. I think they all live in Jersey City. That is my recollection. That is the representation made to me.

Q. Was that contract awarded?—A. There was a contract for 35,000 or 40,000 yards of wood and stone awarded to Messrs. O'Conner and Shanley. By the way, I think the other gentleman's name is Sullivan. I will not be positive about that, but, at any rate, either 35,000 or 40,000 yards is my recollection of the contract awarded.

Q. Tell us all you know about it.—A. That is all that I do know about it. The contract was awarded. They never came forward to execute the contract, and it was annulled, as far as I know. I really do not know, however, whether it was annulled or not.

Q. What interest were you to have in it?—A. I was to carry out the contract according to agreement, and get 20 per cent. of the gross amount if the contract had been carried out.

Q. Did you ever see the award of the contract?—A. I did.

Q. Where did you get it?—A. It was sent to me, to my room.

Q. Who sent it to you?—A. The board of public works.

Q. Who brought it to you?—A. I don't know; I found it on my table when I got home one evening.

Q. How did they happen to send it to you?—A. At the request of the parties obtaining the contract.

Q. Were you known to the board of public works as being a party interested in getting the contract?—A. I cannot say that I was. I don't know whether I was or not. I never said anything to them. If I was I am not aware of it.

Q. What did you do with the award?—A. I sent it to Messrs. O'Conner & Shanley. Now, let me study a minute; perhaps I am a little hasty there. Yes, it was sent there, and returned as not being—it was not such a contract as they wanted. It was sent, and returned to the board of public works. That is my recollection now. Just at that time I was called away, right in this intermediate time, and was gone two weeks, and while they had it; and when I came back I was told Messrs. O'Conner & Shanley would not accept that contract or have anything to do with it. I think it was returned to them through the mail. That is my recollection.

Q. Do you know how Messrs. O'Conner & Shanley happened to make an application for a contract?—A. I do not.

Q. Do you know whether they ever did make application themselves?—A. I never saw it. Yes, they did; I am too hasty there; they did make an application. They were furnished by some of the board of public works with a blank form. I saw the blank form. I did not see it filled up, but from the wording of the contract they must have filed their application. My recollection is that it spoke of receiving their application, and that they would give them a contract for so many thousand yards, the streets to be designated at a future day. There was no street designated at all. They must have made their application. They got blanks. The only time I ever saw Mr. O'Conner, he had the blanks.

Q. Where did you first get acquainted with these parties, O'Conner and Shanley?—A. I met them at the Ebbitt House.

Q. Who introduced you to them?—A. Mr. Kirtland.

Q. Where did you first become acquainted with Mr. Kirtland?—A. At Willard's Hotel, a few days before that.

Q. How did you happen to get acquainted with him?—A. Through Mr. Wilcox.

Q. What occurred between you and Mr. Kirtland at Willard's Hotel?—A. I was only introduced to him as a party who had been try-

ing to get a contract here, and Mr. Wilcox said to Mr. Kirtland that he had suggested to me to abandon my efforts, and let Mr. O'Conner & Shanley get a contract, in which they could afford to give me 20 per cent of the gross amount.

Q. Was Mr. Kirtland seeking to get this contract for O'Conner & Shanley?—A. That was my understanding. I never heard him say so, but that is the inference given to me.

Q. You were boarding at the Ebbitt House?—A. No, sir.

Q. How did you happen to meet Mr. Kirtland at the Ebbitt House?—A. Through Mr. Wilcox.

Q. Was there an arrangement for these parties to meet there together?—A. Yes, sir. I went with Mr. Wilcox there to meet Messrs. O'Conner & Shanley, to see them, to see if they would agree to the proposition submitted to me by Mr. Wilcox.

Q. What were you to do in the procurement of this contract; you were to get 20 per cent., you say?—A. Yes, sir.

Q. What were you to do?—A. I was to furnish a certain amount of money.

Q. Money to whom?—A. To help to carry out the contract to do the first work.

Q. To O'Conner & Shanley?—A. Yes, sir.

Q. These men were strangers to you?—A. Yes, sir.

Q. Were you to be known in that contract?—A. No, sir.

Q. Was it the understanding that you were not to be known?—A. There was nothing said about that, whether I should or should not. There was no understanding about it. It was immaterial to me. They wanted the contract in their name; I was to assist in putting the work on the streets, and then I was to have a certain interest in the contract, and so much of the profits were to accrue to me.

Q. How much money were you to furnish?—A. Five thousand dollars—the amount specified at the time.

Q. How much pavement were you to put down?—A. Under the agreement, where I was to furnish the \$5,000, it was understood that the contract which was to be awarded would be about 150,000 square yards.

Q. You were to get 20 per cent. of the profits?—A. Yes, sir; by putting in this amount of money.

Q. What did you do for the purpose of securing this contract?—A. I did nothing more than I have told you.

Q. Did you make use of any means to get the contract?—A. No, sir; not a dollar.

Q. Did you see any of the board of public works?—A. Only Governor Shepherd. He is the only member of the board of public works that I know or ever knew. I don't know the rest even by sight, unless Mr. Magruder is a member of the board. I don't know what his relation are. I know him.

Q. Is that the only contract you ever had anything to do with in the city here?—A. Yes, sir.

Q. In any manner, shape, or form?—A. Yes, sir; and the only effort I ever made.

Q. Directly or indirectly?—A. Yes, sir; directly or indirectly.

Q. Did you receive at any time any money from any person on account of any contract?—A. Not a dollar.

Q. Did any money ever pass through your hands?—A. Not a dollar.

Q. Never any at all?—A. None at all. I never saw a sign of it in any shape or form, and never proposed or offered.



Q. And you never acted for anybody in connection with any contract with the board of public works?—A. Only for myself. I have made an effort to get a contract, thinking I could make some money in the way I told you. I made it in person to Governor Shepherd first, and then withdrew in favor of these gentlemen, and so stated to him that I would withdraw my efforts, as what I had applied for was a much smaller amount than theirs, and put it all together, and that what little means I had I would take and put in with them, and then the proposition which they made and which I have stated—

Q. That you stated to Governor Shepherd?—A. Yes, sir. I told him that I would withdraw my proposition for the Scharf pavement or any efforts to get it any further. I had never been promised any Scharf pavement contract, though I thought I had a prospect of obtaining it at the time. Whether I really had or not I am not able to answer. I was led to believe I could get it.

Q. What interest had Mr. Wilcox in this matter?—A. He had a similar interest, as far as I know, with myself. How Mr. Wilcox was interested exactly I don't know. I cannot say positively, but my understanding was that he had a similar interest with me. That was the impression.

Q. How was he to get your 20 per cent. and who was to pay you that?—A. I was to get it through the board of works, of Mr. O'Connor and Shanley, as they were paid.

Q. Did you have a written agreement with anybody?—A. Never any agreement entered into.

Q. Did you make any agreement with Mr. Kirtland?—A. I never spoke to Mr. Kirtland directly on the subject in my life.

Q. Why did you and Mr. Wilcox and Kirtland meet at the Ebbitt House?—A. I arranged with Mr. Wilcox to meet there, and meet Mr. O'Connor & Shanley. They were represented to me as being practical men, wanting this large contract, and by several interests coming together that a large contract would be awarded of more profit to us all than to get several small contracts. That is the representation made to me.

Q. Do you know what interest Mr. Kirtland was to have?—A. I do not.

Q. Do you know Mr. Moore, of this city?—A. I do not.

Q. Did you ever see him in relation to this contract?—A. I don't know the gentleman, and would not know him if he were to come in here. I never spoke to anybody but Mr. Shepherd about the contract.

Q. How many times?—A. I say I never spoke to anybody but Mr. Shepherd—let me see; I will call the name in a moment. It seems to me one of Mr. Shepherd's secretaries—I don't remember the name now—I met him one day, and I asked him to please ask Governor Shepherd to decide what he was going to do in the matter, and let me know, as I was a little impatient, and other matters were annoying me, and I was anxious to know what he was going to do about it. I disremember the gentleman's name, but he used to be in Governor Shepherd's room. I never met him but a time or two. I saw him in there one day, but I met him on the street in front of Mr. Shepherd's business-house. I asked him if he would be kind enough to speak to Mr. Shepherd. I think I handed him a note for Mr. Shepherd, asking him the same question.

Q. Did you ever carry any letters to Governor Shepherd from any person?—A. Yes, sir. From a senatorial friend.

Q. You gave it to Governor Shepherd?—A. Yes, sir. That was my

first introduction ; it was simply telling him who I was—just introducing me ; that was all.

Q. You didn't get that contract ?—A. The letter was to the effect that if I got the contract I would carry it out. That is what my business reputation was. It was simply a letter of introduction, and nothing more.

Q. Did you never in any way aid anybody else in getting contracts ?—A. No, sir.

Q. Do you know of anybody else who was to participate in the profits of this O'Connor & Shanley contract except yourself ?—A. Myself and Mr. Wilcox, and I suppose Mr. Kirtland. I don't know what it was about, but only Mr. Wilcox—

Q. Did you have any written agreement with anybody else in regard to this ?—A. No, sir. Never put pen on paper in regard to it outside of the note I spoke about that I sent to Governor Shepherd. However, the letter of the Senator that I spoke of was not in reference to any particular contract. It was simply a letter introducing me, and telling Governor Shepherd that if he saw proper to award me any contracts of any nature that he could rely upon my carrying out the contract.

Q. Do you know a man by the name of Hussey ?—A. I know him—that is about all. I didn't know him.

Q. Do you know anything in regard to his procuring any contracts ?—A. I do not. I have heard it said that he had contracts, but how he got them, or what amount, I don't know.

Q. You say you were to get 20 per cent. of the profits. Had you made any figures to show what the profits would be per square yard on this pavement ?—A. I had the figures of those gentlemen. I was inexperienced. I had some other gentlemen who claimed to be practical men. I don't know whether they were or not, but I was led by them to believe that I could make \$2,000 or \$3,000 in the course of two or three months, and while I was here detained on other business I thought I would make the investment. It was no great amount, I know very well, that I was supposed to get.

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MONDAY, May 4, 1874, 10 a. m.

The committee met pursuant to adjournment.

The chairman notified Mr. George H. Chittenden that he would not be examined until to-morrow, when his attendance would be required.

MR. EMORY A. STORRS. Mr. Chairman, I would like to make a slight correction or amendment to my testimony of a few evening ago. It is merely a change of name. I wish to substitute for Mr. Jarvis the name of Ira Holmes. It will be apparent to some members of the committee who know the parties, that that is a mistake. Mr. Jarvis is the president of the Bank of Casanovia, which has not gone into bankruptcy. Mr. Holmes, of the Manufacturers' National Bank, did go into bankruptcy, or perhaps it is not correct to say that that bank did go into bankruptcy. Efforts were made to put it into bankruptcy, and it went into liquidation.

THOMAS M. PLOWMAN sworn and examined.

By Mr. STANTON :

Question. Were you a member of the commission appointed by the board of public works to assess damages done to property by the board ?—Answer. I was, sir.

Q. Who composed the commission?—A. Mr. Morsell, J. T. Collins, W. B. Bell, and myself.

Q. Do you remember whether that commission were instructed to inquire into the matter of the controversy between D. A. Connelly and the board of public works, as to the allowance for the grading of Massachusetts avenue?—A. This is a copy of a letter that I have, as follows:

BOARD OF PUBLIC WORKS,  
DISTRICT OF COLUMBIA,  
*Washington, November 20, 1873.*

S. T. G. MORSELL, Esq.,  
*City:*

SIR: The commission, of which you are chairman, are requested to sit as a jury in the matter of a controversy between D. A. Connelly and the board of public works, as to the allowance which should be made said Connelly for grading Massachusetts avenue; to hear and consider such evidence as may be presented, and to determine as to the amount of award which should be made. You will meet at the vice-president's office on Saturday, the 23d instant, at 12 o'clock m.

By order of the board.

CHARLES S. JOHNSON,  
*Secretary.*

Q. Did the commission act under those instructions?—A. They did, sir.

Q. What did they do?—A. We met at the vice-president's room, and the parties to this controversy were present. The testimony was taken from all parties that were supposed to know anything upon the subject.

Q. Was the contractor represented?—A. The contractor was represented, and the District government was represented.

Q. Who represented the District government?—A. Mr. Arthur Shepherd, I think. Perhaps there was somebody else, but I do not now remember whether there was or not; but I think Mr. Shepherd was there.

Q. Was Mr. Cluss present?—A. He was. He represented the board.

Q. I asked you who represented the District government?—A. Mr. Cluss.

Q. Mr. Cluss represented the District government?—A. Yes, sir.

Q. Whom did Mr. Arthur Shepherd represent, if he was there?—A. The contractor.

By Mr. MERRICK:

Q. Mr. Arthur Shepherd represented the contractor?—A. Yes, sir.

By Mr. STANTON:

Q. If he was there?—A. I think there were two parties representing the contractor, and Mr. Arthur Shepherd was one.

Q. Was testimony taken on the subject?—A. Yes, sir.

Q. Did the commission make an award?—A. They did, sir.

Q. And filed it with the board?—A. Yes, sir.

Mr. STANTON. We will put the award in evidence as soon as it can be obtained.

Mr. WILSON.\* We would be glad to have you bring all the other papers. (To the witness.) Q. Was the evidence taken down?—A. Yes, sir.

Mr. CHRISTY. The chairman will remember that we suggested heretofore that the papers relating to this matter of the award be given.

Mr. STANTON. It is our purpose to produce them all.

Mr. WILSON, (to the witness:)

Q. How long have you lived in this city?—A. I came here to do business in 1864.



Q. What is your business ?—A. I am now a practicing architect.

Q. What was your business then ?—A. Previously I was a builder seventeen years.

Q. At the time you were appointed on the commission what was your business ?—A. Architect for the last five years, exclusively almost.

Q. Were you in the service of the board in any way ?—A. Simply under the commissioner, sir, that was appointed.

Q. You had no other connection with the board than that ?—A. None.

Q. Was any member of the commission connected with the board of public works in any way ?—A. Mr. Collins, I think, had done some contracting for the board previously. I do not think any of the other members were connected with the board.

Q. Had Mr. Collins been an extensive contractor ?—A. I am not able to say how extensive. I know he had been doing some work in Georgetown for the board.

Q. Which Mr. Collins was that ?—A. Joseph F. Collins.

By Mr. MATTINGLY :

Q. Not the partner of Mr. Jones ?—A. No, sir.

By Mr. WILSON :

Q. Who was the other party that was representing this contractor at the time of this investigation ?—A. I was trying to think, sir ; but I don't remember. It occurs to me, from memory, that there was somebody else. Perhaps it may have been Mr. Connelly himself ; but my faint recollection (not having charged my memory specifically with it at the time, after we disposed of it) does not enable me to say.

Q. In what capacity was Mr. Arthur Shepherd helping the contractor ?—A. Well, I do not know whether you would call him counsel or not, or whether he was his next friend. He was there.

Q. Managing his side of the question ?—A. I presume that was his intention.

Q. Do you know whether Mr. Arthur Shepherd had, previous to that time, any connection with fixing the amount of grading ?—A. I do not know from my own knowledge. I only heard that he had been.

Q. Did you understand at that time that he had been appointed in some way or another to fix the amount of that grade ?—A. I do not think that I understood that he had been appointed. I do not think that is my recollection of it. I know nothing of it myself.

Q. I understand that. Had there been a previous attempt as you understood at that time to fix the amount of the grading ?—A. I think it was so stated to the commission.

Q. How had that been done ?—A. I could not say that.

Q. Were any papers shown you ?—A. I think there were numerous letters presented.

Q. Letters from whom ; do you remember ?—A. I think there were some official letters from the board to some parties and some replies. I have not seen those letters, and I did not charge my memory at the time with it after disposing of the business some four months ago. My memory is not fresh on the subject.

Q. Was any paper shown you signed by Mr. Arthur Shepherd showing the amount that had been fixed ?—A. No, sir ; I think there was no paper signed by Mr. Shepherd at all. I may be wrong.

Q. Did you go upon the ground when you made this investigation ?—A. We did, sir.

Q. In what manner did you proceed to fix the amount of grading that

had been done there?—A. We heard all parties to the controversy, and put our own judgment upon what they knew about it.

Q. Who were the parties that you heard?—A. A number of the officers of the board of public works engaged with the engineer corps. The names I perhaps could not quote correctly.

Q. The papers will show?—A. Yes, sir.

Q. You took their statements?—A. Yes, sir.

Q. Then the statement of whom else?—A. The several contractors, and of Mr. Cluss, chief engineer.—

Q. Was Mr. Forsyth there?—A. Yes, sir.

Q. Did you take his statement in regard to the matter?—A. We did, sir.

Q. Was there any attempt, on the part of Mr. Cluss, to get at the amount of the grading by sinking shafts or pits?—A. Yes, sir; there was. We went at them and examined the entire work, in fact, the next day after taking testimony.

Q. Were these pits sunk at that time?—A. They were, sir. He had them sunk for our benefit, I think.

Q. Was there any controversy between Mr. Cluss and Mr. Forsyth in regard to that matter?—A. Yes, sir; there was some little controversy; not to any amount, however.

Q. What was the character of it; what was it about?—A. Well, as to who was right and who was wrong.

Q. Was Forsyth insisting that there was more there than Mr. Cluss was insisting there was?—A. That was the evidence, sir.

Q. But all the testimony you took is in writing?—A. I think the testimony is nearly complete in writing. I do not think it was all taken down.

Q. Who took down the testimony?—A. Some young man connected with the office.

Q. Do you remember his name?—A. I do not, indeed.

By Mr. MERRICK:

Q. Had you any previous acquaintance with the locality?—A. I had been conversant with it nearly ten years, sir.

Q. Was your judgment made up from the testimony alone, or from your own observation in connection with the testimony?—A. The verdict of the commission, if you want me to speak of our commission, was made up, of course, from the testimony.

Q. Not from your own observation or judgment as to the quantity?—A. I could not, of course, do that.

Q. Were the witnesses examined under oath?—A. I think not, sir; my recollection is not, however, clear; but my impression is they were not.

By Mr. STANTON:

Q. Have you any positive recollection at all as to whether it was taken under oath or not?—A. I would not like to be positive on that subject.

By Mr. MERRICK:

Q. What was the entire amount awarded?—A. It is in black and white, and I do not like to charge my recollection; but my impression is it was a hundred and some thousand yards; I have not seen anything to refresh my memory about it.

Q. Did you take the testimony of Mr. Barney there?—A. Yes, sir.

By Mr. CHRISTY :

Q. What salary did you receive?—A. The commission are off duty. They have long since made their report. We receive no salary at this time.

Q. At the time that you were acting as commissioner, what was the salary?—A. We received six dollars per day.

Q. How long were you in the service as commissioner?—A. Some five or six months, perhaps. Five or six months in making up this award.

Mr. CHRISTY. O, no; the assessments.

To the WITNESS. That was the entire amount of claims presented to you by citizens for damages that they had sustained by reason of the improvements?—A. That is a matter of record, sir.

Q. Where is the report, if you please?—A. It is in the possession of the board, I presume.

Q. Does it show also the amount allowed?—A. Yes, sir.

Q. When was it made?—A. I think some six weeks or more ago, sir.

Q. Since this investigation?—A. Yes, sir.

Q. Did you give your entire attention to the matter of assessments—I mean the matter of claims for damages during this time?—A. Not my entire attention. No, sir.

Q. Had you any contract under the board of public works?—A. I have not had a contract of any kind for four or five years.

Q. What is the explanation of this charge against you on page 41 of the report of James A. Magruder, treasurer for 1873, page 4: "T. M. Plowman, for work Western Market?"—A. As professional architect under a regular percentage, as any architect receives.

Q. Was that labor performed during that time?—A. O, no, sir. It has been performed some time ago.

Q. Prior to your selection as one of the commissioners to assess damages?—A. Yes, sir.

Q. Are you in their employ as architect, and doing occasional service?—A. Yes, sir; as any other man would.

Mr. CHRISTY. I would like to have produced, Mr. Chairman, the claims for damages preferred and the amount allowed by the commission, which is one of the elements of indebtedness of which we are not yet advised.

Governor SHEPHERD. I have no objection at all to furnish it.

Mr. CHRISTY. The report came since the investigation began and since the answer of the governor.

Mr. STANTON. The award is made and has to be submitted to the assembly for action under the law; but there is no objection to furnishing it.

Mr. CHRISTY. The point I make is this: I want to know what claims for damages have been presented. I am more interested in that than in the allowance, for it may be a matter of controversy still.

By the CHAIRMAN, (to the witness):

Q. I do not know that I understand this business exactly. You were one of the commission to settle the amount that should be paid to Mr. Connelly?—A. Yes, sir.

Q. What was the award?—A. It is a matter of record, as I stated a while ago; my impression is that it was about 105,000 yards, or a fraction over 100,000. It was something less than the measurement on the one side, and more than the measurement on the other.

Q. I understood you to say a while ago that the commission viewed



the ground personally, and had some holes dug?—A. Yes, sir; the chief engineer had them sunk for us.

Q. Was that award unanimous; did you all agree?—A. The commission were unanimous in making the award.

By Mr. CHRISTY:

Q. I may not understand you right. Do you mean that you reported all the claims both from the city of Georgetown and Washington about six weeks ago?—A. No, sir; we reported the Georgetown claims that had been acted on more than a year ago; previous to the last session of the legislature.

Q. And the legislature took action upon it?—A. I could not say that, sir.

Q. You are not apprised of that?—A. No, sir.

By the CHAIRMAN:

Q. You say you all agreed to this award?—A. Yes, sir.

Q. I think I understood you to say also that you were familiar with that ground?—A. I have been familiar with Washington for the last 10 years.

Q. You knew Washington generally?—A. Yes, sir.

Q. Did you know this ground in particular?—A. Well, I have passed over that very frequently. Yes, I may say that I was familiar with more of that location than, perhaps, of any other, or as much as with any other.

Q. What amount of filling did Mr. Class claim that there was there? Do you remember?—A. It is a matter of record. I have really forgotten it. It appears to me, however, that there was some 25,000 or 30,000 yards difference in the amount claimed by the contractors and made by the chief engineer. That is my recollection, although it is a matter of record, as I say.

Q. Did you make up your mind that there was 105,000 yards there? Did you believe that there was that amount there?—A. Well sir, I will tell you how we came to our conclusion if you desire it.

Q. I wish you would.—A. The parties representing the board of public works, excepting Mr. Forsyth, who also represented the board of public works, did not know anything of their own knowledge seemingly. That is the conclusion we came to; that is, positively, for themselves they did not know what the condition of the street or avenue had been heretofore.

Q. That included Mr. Forsyth, you say?—A. No, sir, not including him, although he was a representative of the board also. Mr. Forsyth stated that his long experience and acquaintance with the locality—and his whole statement went on to show that he was entirely familiar with all the landmarks. He explained to the commission how he made up his bill of measurement. Some member of the commission—and whether it was myself or Mr. Morsell the record will show—asked him the question how the embankment terminated at Second street east, or how he measured it, as it went on to show, I think, that the embankment was some twenty odd feet in height. He said that his recollection was, and his notes showed that he had measured it perpendicularly. The question was asked him whether he might not be mistaken on that point, or whether it was possible, hardly, for a bank of that height, composed of different strata of sand and gravel, to remain without forming a slide, it being on an angle of perhaps 35, 45, or 50 degrees. He expressed a doubt on that subject in his mind from recollection.

The commission, after considering it carefully, and talking it over an

entire evening—some four or five hours, probably, being expended in reading the testimony, &c., and looking it up—concluded that we would give that doubt against the contractor. We threw it, instead of a perpendicular bank, into an incline—throwing it into square yards; and I think we made a difference of between nine and ten thousand yards against the contractor, deducting it from the original measurement by Forsyth, and so made our award.

Q. How did Forsyth claim that he knew the contour of the ground there before?—A. From his familiarity with the location, and his long experience in the city, and the various landmarks.

Q. Did you have a profile before you of the ground before it was touched by the contractor?—A. The chief engineer, Mr. Cluss, had a profile of the work as they had it. Whether it was before the work was commenced or not, I could not say.

Q. Is that profile in the papers?—A. It was from the papers of the engineer's office. I do not know whether it was returned to the board with the other papers or not.

Q. Was there any evidence that there had been cross-sectioning there before the work had begun? Did you hear anything about the cross-sections by the engineer?—A. I think that was called for, and my impression is that this work had been commenced in the very commencement of the new government here, before any cross-sections had been entirely completed.

Q. You had no cross sections, then, before you?—A. They were sections furnished by the engineer corps. You ask me where they were. We had such as were furnished us by the chief engineer.

Q. You do not know, then, whether the work had been cross-sectioned regularly by the engineer before Mr. Connelly commenced the work or not?—A. I think that there was some doubt on that subject.

Q. Do you think there were 165,000 yards there, from what you know of the ground? Is that your best judgment now as to the quantity?—A. My best judgment, after hearing all the testimony, is that Mr. Forsyth's measurement was correct, with the exception of the correction that we made. That was my judgment, and the judgment of the commission, or we should not have made the award.

Mr. WILSON. Outside of that?

Mr. MATTINGLY. They want to know your independent judgment, outside of the testimony.

Mr. HUBBELL. Yes, we will hear your knowledge of the ground.

A. My own knowledge of the ground, so far as that goes, outside of any act of the commission or any action of my own at the time, is, that the cut was rather extensive and the fill was very great; and my own judgment is, that the award that we made was not excessive. That is my judgment outside of the commission.

By Mr. WILSON:

Q. What was the character of the claims over at Georgetown that you examined?—A. I will state that they are matter of record, but it was for change of grade in most instances.

Q. Did it have anything to do with house raising, or anything of that kind?—A. No, sir.

BARTHOLOMEW OERTLY, called as a witness for the District government, was duly sworn.

Mr. STANTON. We desire to examine Mr. Oertly in relation to fixing board rates for grading and hauling, and as to the necessity and value

of cross-sections to ascertain the amount of grading, and as to certain statements made by Mr. Wright Rives in relation to the avenue.

To the witness :

Q. What is your profession ?—A. Civil engineer and architect.

Q. Are you now connected with the board of public works in any capacity ?—A. Yes, sir.

Q. What is your relation to the board ?—A. I am one of the assistant engineers.

Q. Did it become your duty to make any calculation in fixing the rates of the board for payment for grading and hauling ?—A. The price for a haul was referred to me for investigation ; or, rather, it was referred to Mr. Cluss, the engineer in charge, who referred it to me. I investigated the subject and made a report, which he approved ; and, if I am not mistaken, the board approved the figures which I had arrived at.

Q. What was that investigation ? What did you do in order to ascertain the proper price for grading and hauling ?—A. It was not for grading. The price of grading was not spoken about to me. It was simply the question of the haul. I first applied the engineering formula generally used by all engineers in arriving at the haul under those circumstances. I got the result. I was not quite satisfied with the results, but I concluded, on account of some defects which I think are in the formula, which is good enough for ordinary purposes, but which does not take into account the grading or condition of the streets—I concluded to make personal observations. I did. I then recommended a price slightly less than both these results gave me. I recommended a fair price, I think. I think it was approved by the board.

By the CHAIRMAN :

Q. What was that price ?—A. One cent and a quarter for every hundred feet of haul over 200 feet. If you desire, I will give you the formula. It is so very easy and simple of construction, that it is hardly worth while to refer to the book. It assumes three things. In the first place, it assumes an average travel of a horse and cart of about a little over 22 miles per day, say 12,000 feet an hour. That makes for a trip and return trip 60,000 feet, or one hundred feet to the minute. That formula assumes, and I suppose it is as near correct as it can be, that for each trip there is four minutes time lost for loading the cart and for dumping it. Again, it requires three cart-loads to make a cubic yard. Now, if you divide the number of minutes contained in ten hours—6,000 minutes—by 4, plus the number of hundred feet of haul, you get the number of trips made per day ; and if you divide that by 3 again, you find the number of yards made per day at that particular distance. This, divided into two and a half, the cost of horse and cart and boy, gives you the value of the haul for that particular distance ; and if you divide that again by the number of hundred feet, you arrive at the rate of haul. For instance, you have 5,600 feet, which comes very near one of our hauls. This formula gives you 6,000 divided by 4 plus 56 ; that is the number of trips ; divide that again by 3, and you, of course, get the number of yards ; and divide that result into \$2½, and you get the cost per cubic yard for the haul.

By the CHAIRMAN :

Q. So that a cent and a quarter was a reasonable price, counting \$2.50 a day for cart, boy, and horse ?—A. No, sir ; the formula gives a little over a cent and one-third, and my actual observation which I made—by the by, I would state that I also measured the carts, because I was not quite satisfied whether it took three cart-loads to the yard or



not, and I found that three cart-loads exceed a little a cubic yard—instead of 27 feet they made 28. But I was satisfied with the general assumption of three loads to the cubic yard.

By Mr. STANTON :

Q. Then I understand you to say that, after this careful observation and calculation, you made report to Mr. Cluss, who adopted your report, and your action and that of Mr. Cluss was made the basis of action by the board?—A. Yes, sir; that was made the basis of the action of the board.

Q. Give us your professional opinion as to the necessity and value of cross-sections in ascertaining the amount of grading on streets?—A. There is no actual necessity of cross-sections. What we want to get at, and the correct thing, is an accurate record of the surface of the ground as it was, and then of the surface as it is, and the difference, of course, gives the actual quantity of grading done. Measures after that are certainly very various. The principle of cross-sectioning itself is only an approximation. You take a section at each end of the body. You average them, and call the prism formed by that averaged section and the length of the prism—you call that the quantity contained in that particular section. This is only in one case mathematically correct, and that is when the two sections are identical in size and in shape. The further the cross-sections vary from each other the greater the error is; and in the case, for instance, where the body which you want to calculate is a pyramid instead of a prism, the error is as high as 50 per cent. Between these two extremes there are, of course, numerous errors.

There is one formula which is a little more accurate, but still subject to errors. Still, for railroads and roads and streets in general, I think it is the method of best records. It is the easiest record, and on the whole I believe comes nearest to a mathematical proof. Of course we never can reach that anyhow. Where the shape of the ground is irregular—I mean where it is not a street or a railroad, but a large area—I certainly would not use cross-sections. I would in recording my ground try to find the lines of even altitudes, and connecting them by curves, and then this record gives you a more concise idea of the surface of the ground. Then you can apply these geometrical figures which come most approximate and nearest to the actual surface of the ground, which of course vary. You use the prism, the pyramid, sections of spheres or cones. What I mean to say is that you would use these correct geometrical figures which would come nearest to filling the body.

By Mr. BASS :

Q. What method did you adopt in fact?—A. We adopted cross-sectioning. I would say that in the early part of the work we had not that record by cross-sectioning; we had the old grade-book, and that was about the only record we had.

Q. Where cross-sections were not made you had no method except after the work was done to go by the landmarks and ascertain as nearly as you could, and make a rough estimate?—A. Yes, sir; not always rough; very often you could come very near it.

Q. How do you know you can? You had no method of testing your results.—A. Well, I do not know.

Q. You did not have the cross-sections, and you did not have your surface-measurements? You say you could arrive at an accurate result; but how do you know you could so long as you had no test to apply to it to determine its accuracy?—A. There is some test left. In the first place, you can test the landmarks and the contour of the

ground, except where it had been broken; you can re-establish them, I mean, as well as Cuvier could establish the bones of some lost animal. But the reason is the main thing, and we want a correct record. Where we have not got it, of course we are left to the best authority. Sometimes, however, those very records from profile can be erroneous just as well as a measurement on the ground or from the landmarks of the ground.

Q. By observation of the landmarks after the work had been done, you were enabled to ascertain how much excavation had been done at a given place by measuring the height of the landmarks from the opposite side of the street?—A. Yes, sir.

Q. Was not that simply ascertaining then what a cross-section would have been if you had made one?—A. Exactly, sir; it is virtually restoring in mind a cross-section formally made.

Q. Then would not your work have been a great deal more accurate if you had made your original cross-sections before you had taken your chances of an obliteration of the landmarks?—A. Most certainly. Where I had a chance I certainly would have made a section; I would not say a cross-section; but would have taken the levels.

Q. Where did you in fact make cross-sections before the work was done?—A. Do you mean myself?

Q. Yes; you or the corps of engineers in charge of the work.—A. I think, after the spring or early part of 1872, we tried to make cross-sections and take levels everywhere, and did do our best.

Q. Then in those cases where you did make cross-sections, did you use those measurements to ascertain what amount of work was done, or did you adopt the other course and examine the landmarks? A. No, sir; wherever I had a cross-section I preferred that to the landmarks.—

Q. Do your records in the office show exactly where you made your cross-sections, and have you still preserved the measurements made?—A. I think they have; that is a branch which belongs more to Mr. Barney than to me. I only acted in exceptional cases.

By Mr. STANTON :

Q. What degree of care was taken in making these measurements?—A. Well, we tried to really get at it the best we could. We used all care.

Q. To your knowledge, was the best done that could be done in order to ascertain the correct measurements?—A. I think so, sir.

Q. And, in your opinion, in the main were the measurements correct?—A. I think so, sir.

Q. On page 1121 of the testimony of Mr. Thomas Evans, I find some statements made in relation to sewer-pipe which I will read :

By the CHAIRMAN :

Q. Have you any further statement about the pipe?—A. I have, sir. I have collated the whole of the pipe that has been used by the board of public works for the Government.

Q. State what would have been the reasonable cost of that.—A. I would undertake to put all the pipe down that they have put down for the board of public works for \$1.60 a foot.

Q. What is the average price paid by the board?—A. Four dollars and seventy cents.

By Mr. WILSON :

Q. That is what they charged the Government, is not it—\$4.70?—A. Yes, sir. Or, in other words, I will put down the whole amount of this pipe for \$100,000 which they have charged the United States \$283,000 for.

By the CHAIRMAN :

Q. Have you a list of all the pipe that you refer to now in your statement ?—A. Yes, sir ; so far as the Government is concerned.

Q. Explain to the committee what that statement is which you hold in your hand.—A. It is the amount of pipe put down in each and every street ; but it is not where it is collated. You can refer to the reports for that, however.

Have you collated any statement in relation to the cost of sewer-pipe and the amount charged to the Government ?—A. Well, I have not with regard to the cost of sewer-pipes. I have in regard to the price charged to the Government.

By Governor SHEPHERD :

Q. In regard to the sewers charged to the Government of the United States, showing what the Government paid for them and what they cost the board of public works ?—A. I have done so. The reason is this : I am responsible for that price, \$4.70. I gave at the time the data, I think, to General Babcock, and he approved of it, and I felt a great deal of interest. That being my judgment at the time, was not far from the truth.

Q. Produce the original estimate, and state how the result verifies it. (Witness produces a document as follows):

In consequence of the sewers, which had to be measured in January, 1873, being of many different sizes, 12-inch, 15-inch, 18-inch, 20-inch, and 24-inch pipe-sewers, and some 3-foot, 3½-foot, and 4-foot brick sewers, (not to speak of the large Tiber sewer, B-street intercepting sewer, Missouri avenue, and Slash Run sewer,) and all of the above of different depths, varying from 9 feet to 20 feet and over, and for the purpose of facilitating the measurements and accounts, an average size of sewer was assumed, and it was thought that the cost of an 18-inch pipe-sewer would be nearest that average.

This cost, reduced to linear foot of sewer, was arrived at thus :

18-inch pipe at wharf, board's price.....	\$1 40
18-inch pipe, laying, board's price.....	22
2½ yards of excavation, at 40 cents per yard, board's price.....	84
1 man-hole (\$73.92) per 125 linear feet.....	60
1 trap (\$145.33) per 170 linear feet.....	36
	3 92
For breakage, shoring, rock excavation, caving, superintendence, 20 per cent. contingencies.....	78
Total per linear foot.....	4 70

By Mr. STANTON :

Q. I understand you to say that you are responsible for the price charged the Government—\$4.70 ?—A. I am.

Q. Can you explain how that price was fixed ?—A. I can do so. That paper shows (referring to document printed above) I arrived at that at the time, and on getting over all the amounts paid by the Government for sewers, and the amount due to us from our vouchers for these various sewers, I find that the total amount paid by the Government is \$484,814.44, and the total amount due, according to our vouchers, without any five per cent. added, is \$485,380.38.

By the CHAIRMAN :

Q. What do you mean by the amount due ?—A. I mean if those same sewers on these various streets where we charged had been procured from our vouchers—

Q. Vouchers that you paid ?—A. If the cost had been procured now, as they all have been measured and settled—if that cost, instead of having been put down as it was done by me, or as it was proposed by me—if that was charged according to our vouchers, the amount would be \$485,000 instead of \$484,000.



By Mr. STANTON :

Q. Then, in other words, is the price charged to the Government less than what the work cost the board?—A. From this statement I would judge that I came very near the mark.

Mr. MATTINGLY. Within a thousand dollars.

By the CHAIRMAN :

Q. Let me see if I understand you correctly, Mr. Oertly. Do you mean to say that you have examined the vouchers which are the amounts paid by the board of public works for this work?—A. Yes, sir.

Q. And that it cost \$1,000 more than the Government paid?—A. Yes, sir; that is what I mean.

Governor SHEPHERD. Here is the statement in writing in detail.

Mr. STANTON. We desire to put that in evidence. The statement is as follows :

Governor's answer.	Amount charged to United States.	Amount.	Actual cost to board of public works.	Cost.
Page 403	First street northwest, from Pennsylvania avenue to E2 street north, 550 feet.	\$3,325 00	From vouchers of G. Follansbee and D. E. Smith 900 feet, at \$2.65.	\$1,987 50
Page 404	Maryland avenue from First and Second, to Second to Third sts., 775 feet 2 inches.	3,304 75	From vouchers of Gallagher .....	1,450 75
Page 404	Third street northwest, from Pennsylvania avenue to Maryland avenue, 430 feet.	2,415 00	From vouchers of Brennan & Hutton, 430 feet, at \$2.35 .....	1,057 50
Page 405	Maine avenue, from Third to Sixth street west, 500 feet .....	3,500 00	From vouchers of R. G. Campbell square D \$1 \$75.50; from vouchers of P. Brennan, \$2.015.33; less one sixth .....	3,290 00
Page 405	E street southwest from Sixth to Twelfth street, 1,833 feet 4 inches.	8,616 67	From vouchers of W. A. Adams \$6,100.59, less one sixth .....	5,133 83
Page 405	Twelfth street, southwest, across mall, 1,500 feet .....	7,050 00	No settlement as yet; estimated at \$4.70 .....	4,500 00
Page 405	Fourteenth street, southwest, across mall, 1,300 feet .....	7,050 00	No settlement as yet; estimated at \$5.38 .....	4,500 00
Page 406	G street, northwest, from Twenty fourth to Twenty-six street west, 2,006 feet.	8,091 53	No settlement as yet; estimated at \$3.98 .....	6,135 00
Page 406	Scott square .....	11,092 00	From voucher of Gray & King .....	12,664 70
Page 411	Georgia avenue, at Twelfth street east, (two-thirds,) 410 feet .....	1,375 67	From voucher of G. Boswell, 410 feet, at \$5.13 .....	3,135 20
Page 411	Louisiana avenue from Ninth to Tenth street, 600 feet .....	2,820 00	From voucher of Emart & Smith .....	1,105 20
Page 412	Massachusetts avenue, from New-Jersey avenue to Boundary street .....	32,727 50	From assessment sheet B & R, 73, page 154, \$22,223.45, less one third .....	11,815 65
			From vouchers of O'Hare, at Third street, 172 feet 6 inches, at \$5.96 .....	907 35
			From sundry vouchers, at Tenth, Eleventh, and Twelfth streets, 517 feet, 6 inches, at \$3.60 .....	1,509 07
			From Bartlett & Williams, at North Capitol, 172 ft 6 ins., at \$5.3.65 .....	11,429 62
			From Slash Run sewer, 172 feet 6 inches, at \$16.15 .....	2,755 24
			From Rothwell & Co., Fourth street east, 172 feet 6 inches, at \$3.90 .....	602 75
Page 412	Maine avenue, from Third to Sixth street, (see page 405).			
Page 412	Maryland avenue, from First street east to Boundary, 320 feet, (less one-third.)	1,002 67	From voucher of M. Murphy, Stanton Place .....	1,870 06
			From voucher of Rothwell & Co., at Fourth street, northeast, 320 feet, \$3.90 .....	1,245 00
Page 412	Maryland avenue, from Sixth to Seventh street, 500 feet .....	2,350 00	From voucher of Brennan & Hutton .....	1,223 06
Page 413	Maryland avenue, from Fourth and a-half street to canal, 300 feet .....	940 00	From voucher of Goodall, less one-third .....	1,402 19
Page 413	Maryland avenue, at Twelfth street, southwest, 350 feet .....	1,504 00	From vouchers of G. Neizey, 450 feet, at \$3.24 .....	1,555 20
Page 413	New Hampshire avenue .....	6,145 67	From vouchers of S. Strong, Slash Run, at M street, at \$17.50 .....	2,314 00
			From vouchers of G. Follansbee, Slash Run, on Seventeenth st., 395 feet, at \$16.15 .....	6,427 70
			From vouchers of O. O'Hare, at Q street, 290 feet, at \$3.22 .....	970 60
			From vouchers of S. Strong, M to Twenty-first street .....	615 34
			From vouchers of Moniton, Seventeenth to Fifteenth street .....	2,788 21
			From vouchers of Dayton, sundries at L street .....	1,601 72
			From vouchers of Ryan, D to E street .....	1,325 35
			From vouchers of Bartlett & Williams, Tiber, 155 feet, at \$102.50 .....	17,937 50
			From vouchers of E. Finley, at K street north, 160 feet, at \$5.50 .....	1,300 00
			From vouchers of Davis & Holden, at C street north, 160 feet, at \$3.25 .....	1,520 00
			From vouchers of A. Gleason, at H street north, 160 feet, at \$2.07 .....	331 20
			From vouchers of G. Boswell, at D street, southeast, 165 feet, at \$9.20 .....	1,532 85
			From vouchers of W. A. Adams Q to R street, less one-third, 610 feet, at \$30.68 .....	12,232 38
Page 414	New Jersey avenue .....	6,111 34		

Governor's answer.	Amount charged to United States.	Amount.	Actual cost to board of public works.	Cost.
Page 413. . . . .	New York avenue, from Ninth to Fifteenth street. . . . .			
Page 414. . . . .	New York avenue, from 7th to North Capitol street. . . . .	\$23,664 47	From assessment sheets, less one-third . . . . .	\$7,830 75
Page 414. . . . .	Pennsylvania avenue, from First to Fourth street, and Sixth to Seventh street east, 3,164 feet, less one-third; from Tenth to Twelfth street east, 700 feet, less one-third; from Fifteenth street to Rock Creek, 3,220 feet, less one-third. . . . .	22,196 53	From vouchers of Boswell. . . . .	\$10,035 48
Page 415. . . . .	Rhode Island avenue, 3,500 feet, less one-third. . . . .		From vouchers of P. McNamara. . . . .	3,762 70
Page 415. . . . .	250 feet at Fourteenth street, less one-third. . . . .		Less one-third . . . . .	
		11,750 00	From vouchers of G. Boswell, Tenth to Twelfth street, \$4,583 00 less one-third . . . . .	9,282 12
			From vouchers of W. A. Adams, at R street, 300 feet, 240 feet less one-sixth, \$30.04 . . . . .	3,255 34
			From vouchers of P. Brennan, Seventeenth to Eighteenth street. . . . .	15,040 00
			From vouchers of T. H. Fletcher, Thirteenth to Fourteenth street. . . . .	
			From vouchers of W. A. Adams, Eighth to Thirteenth street. . . . .	\$3,943 86
			From vouchers of J. Reynolds, from Sixth to Fifth street. . . . .	1,135 47
				15,896 00
				1,751 00
Page 415. . . . .	Vermont avenue. . . . .	6,674 00	Less one-third . . . . .	
			From vouchers of P. Brennan, H to S, \$1,001.92; from vouchers of Brennan & Shayer, H to circle, \$5,293.79; from vouchers of Filbert, circle to circle, \$2,388.60. Less one-third. . . . .	15,150 90
Page 415. . . . .	Virginia avenue at Twelfth street east, Eighth street east, Sixth street east; at Fourth-and-a-half street, and from Seventeenth to Twenty-sixth street. . . . .	6,518 65	From vouchers of G. Boswell, at Twelfth street east, 340 ft., at \$7.13 from vouchers of Childs & Neville, at Eighth street east, 400 feet, at \$2.83. . . . .	5,769 54
			From vouchers of Childs & Neville, at Sixth street, 400 ft., at \$7.04 from vouchers of W. A. Adams, Nineteenth street to Twentieth street, \$1,318.30. . . . .	2,424 20
			Less one-third. . . . .	1,132 00
			From vouchers of W. Buckley. . . . .	2,816 00
				878 85
				1,121 75
Page 424. . . . .	Pennsylvania avenue at Twenty-sixth street, northwest; at Twenty-fifth street, northwest; at Twenty-fourth street, northwest; at Twenty-third street, northwest; at First street, southeast; at Third street, southeast. (See page 414.) . . . . .			
Page 427. . . . .	Reservation Pennsylvania avenue, Fourth and Sixth street east. . . . .	3,384 00	Old. . . . .	
Page 428. . . . .	Columbia Hospital, at Twenty-fifth and S street. . . . .	2,378 20	Old. . . . .	756 92
Page 428. . . . .	K street circle to Twenty-second street. . . . .	1,193 80	From vouchers of Lucas, 1614 feet, at \$2.55 . . . . .	411 19
Page 429. . . . .	Rawlings's Square. . . . .	757 86	From vouchers of Vandenberg, 254 feet, at \$2.98 . . . . .	30,635 40
Page 429. . . . .	Missouri avenue. . . . .	21,872 50	From vouchers of G. Follansbee, \$36,786.48, less 1-6 . . . . .	
Page 430. . . . .	B street intercepting sewer. (See page 456.) . . . . .		Account not settled, estimated . . . . .	2,520 00
Page 431. . . . .	Parragut Square. . . . .	5,381 60	Old. . . . .	
Page 431. . . . .	Franklin Square. . . . .	1,786 00	Old. . . . .	
Page 431. . . . .	Mount Vernon Square. . . . .	6,486 00	From vouchers of Hutchins, Eighth street, \$3.29. . . . .	2,770 10
Page 432. . . . .	United States Post Office. . . . .	2,397 00	From vouchers of Finegan & Nesdall, 510 feet, at \$2.07 . . . . .	1,055 70
Page 432. . . . .	Seventh street, southwest, B to E. . . . .	15,792 00	From vouchers of Linville & J. O. Evans. . . . .	13,810 05
Page 432. . . . .	Seventh street west, Pennsylvania avenue to C north. . . . .	982 30	Old. . . . .	
Page 433. . . . .	City Hall reservation. . . . .	3,200 00	From vouchers of Crawford & Co, 700 feet, at \$2.53 . . . . .	1,571 00



Page 432	Botanical Garden, Tiber Creek sewer	62,730 00	From vouchers of Bartlett & Williams	62,730 00
Page 432	Virginia and Maryland avenues, at Seventh street, southwest	1,880 00	From vouchers of Linville, 400 feet, at \$4.64	1,880 00
Page 434	Providence Hospital	4,595 00	From vouchers of E. Barnes	4,595 00
Page 434	Winders' Building	4,042 00	Old	4,042 00
Page 435	National Soldiers and Sailors' Home	350 70	Old	350 70
Page 435	Ohio avenue, at Thirtieth street, northwest	587 50	Old	587 50
Page 436	Massachusetts avenue, at Eleventh and Twelfth streets (see page 414)	3,642 50	Old	3,642 50
Page 437	Massachusetts avenue, at Third and Fourth streets	1,730 00	(See page 412.)	1,730 00
Page 437	Reservation C north, Seventh and Ninth streets	1,692 00	Old	1,692 00
Page 437	Reservation H, northwest, and Ninth street	1,692 00	Old	1,692 00
Page 438	Third street, northwest, Pennsylvania avenue to Maryland avenue, (see page 404)	1,395 00	(See page 404.)	1,395 00
Page 438	United States Printing Office	9,000 00	Albert Gleason, 297 feet, at \$2.05	614 70
Page 439	Reservation at M. N. and Connecticut avenue	1,104 50	G. Follanshee, 200 feet, at \$46.15	8,075 00
Page 439	East of Fourteenth street, northwest, circle	406 50	Old	406 50
Page 440	West of Fourteenth street, northwest, circle	1,925 00	Old	1,925 00
Page 440	New York avenue, Thirteenth, and H street	4,192 40	From Vandalenburgh, 400 feet, at \$4.29	1,316 00
Page 440	K street octagon	4,192 40	From T. Lucas, 392 feet, at \$2.55	2,474 60
Page 441	New York avenue and Fifth street west (see page 414)	6,486 00	From J. Chapman, 875 ft. 92; from J. O. Evans, \$1,300.35 less one sixth.	5,057 92
Page 441	Seventeenth street, southwest from New York avenue to canal	3,149 00	Old	3,149 00
Page 452	Lafayette Square	7,308 50	Lucas and Emart & Smith	1,962 62
Page 455	Scott's Square	81,152 30	Gantz & Appleman	81,152 30
Page 456	B street, intercepting sewer, (see also 430)	42,071 40	Savo, Strong	42,071 40
	Section from Seventh to Fifteenth street		P. Brennan	2,031 12
	Section from Fifteenth to Seventeenth street		G. Noitzey	494 40
	West Capitol street		Bartlett & Williams	3,138 00
	North, Tenth, Twelfth street		Tomkins and Ru kles	4,820 00
	Indiana avenue, crossing F, northeast		P. McNamara, 455 feet, at \$2.50	1,362 25
	Dellaware avenue, crossing F, northeast		Railway & Co., 340 feet	969 00
	South Carolina avenue, at Ninth street, southeast		Evans Company, \$81,536; O. O'Hare, circle to R, \$983.46; P. Brennan, L to M, \$2,155.98; O. O'Hare, \$700; P. Brennan, \$245.36; less one third	2,777 37
	South Carolina avenue, at Tenth street, southeast			483,038 53
	Connecticut avenue		O. O'Hare, at L street, 130 feet, at \$6.38	907 40
			J. V. W. Vandalenburgh, Virginia avenue, 250 feet, at \$2.96	834 40
		484,814 44		485,380 33

By Mr. STANTON:

Q. Could the work shown in your statement there have been done for \$1.60 a foot, as stated by Mr. Evans?

The WITNESS. For what?

Mr. STANTON. For the sewers they have collated in your statement?—

A. That could have been done for a twelve-inch sewer, but it would be impossible to apply that rate to a fifteen-inch sewer.

Q. I am asking you about all the work that you have referred to in your statement. Could it have been done for \$1.60 a foot?—A. No; that would be utterly impossible. You could not lay a four-foot brick sewer twenty feet deep for \$1.60.

Q. Have you prepared any statement in relation to a statement put in evidence by Mr. Wright Rives on pages 1306 and 1307 of his testimony in relation to the avenue?—A. I have in relation to the avenue.

Q. Will you produce that statement?

[Witness produced the statement, which he read, as follows:]

Page 1307—testimony of Wright Rives. The statement occurs that the following amounts were overcharged to and overpaid by the United States Government, viz:

On Pennsylvania avenue, from First east to Seventh east, and from Fifteenth west to Rock Creek .....	\$57, 248 96
On Connecticut avenue, from H to Boundary .....	5, 333 34
On Massachusetts avenue, from New York to Boundary .....	10, 165 35
On New York avenue, from Fifteenth to North Capitol street .....	11, 862 24
On Louisiana avenue .....	4, 334 67
Total .....	88, 944 56

The statements in detail hereunto attached will show that not only no overpayments were made by the Government on the above avenues, (except Connecticut avenue,) but that a large amount of money is due on the same, viz:

	Amount due.	Overpaid
Pennsylvania avenue .....	\$1, 136 39	
Connecticut avenue .....		\$4, 976 79
Massachusetts avenue .....	53, 016 47	
New York avenue .....	374 94	
Louisiana avenue .....	4, 510 83	
	59, 038 63	4, 976 79
	4, 976 79	

Due by United States .....

Pennsylvania avenue from Fifteenth street to Rock Creek and First street east to Seventh street east:

United States property from Fifteenth to Rock Creek:	
North of 15, 0.6 .....	39
North of 26, 1.6 .....	80
North of circle, 5 .....	250
South of 78, 4.62 .....	231
North of 101, 4.62 .....	231
South of 105, 4.24 .....	212
North of 141, 4.4 .....	220
Lafayette Square, 14.12 .....	706
Executive grounds, 30.4 .....	1, 520
	3, 480

Pennsylvania avenue from First street east to Seventh street east:

United States property from First street east to Seventh street east:	
Square 730, 2 .....	100
Square 731, 1.92 .....	96
South of 761, 1.72 .....	86
Reservation 4-6, 10.25 .....	512. 5
5.35 .....	267. 5
10.20 .....	510
5.80 .....	270
	1, 842

Fifteenth street to Rock Creek.....	\$224,842 69
See board report, 1872, table XII:	
Less sewers and water services.....	3,216 50
Less Washington and Georgetown Railroad Company.....	11,842 60
Less intersections.....	19,079 30
	<u>34,138 40</u>
	190,703 69
Less one-third.....	<u>63,567 89</u>
3,480 United States.....	127,135 80
5,937 private property, 3,480, at 6.757.....	<u>23,514 36</u>
	63,567 89
9,407 rate $\frac{63,567.89}{9.407}$ \$6.757.....	<u>150,650 16</u>

Pennsylvania avenue, First street east to Seventh street east:	
Board report, 1873; page 156.....	\$314,380 05
Less intersections.....	87,234 50
Less carriageway through reservation between Fourth and Sixth streets, at \$4.26.....	31,311 60
Less soiling and seeding.....	3,445 00
Less curbing, siding, and grading.....	<u>11,589 45</u>
	53,530 55
	260,799 50
Less one-third.....	<u>86,933 17</u>
	173,866 33
United States property 1,842, ratio $\frac{1}{4}$ .....	26,690 58
Private property 4,156.....	
	<u>5,998 86,933 17</u>
	5,998
Work through square in full, as above.....	46,346 05
Work through square, chains and posts.....	<u>3,780 00</u>
	250,682 96
Due by United States from First street to Seventh street east.....	150,650 16
Due by United States from Fifteenth street to Rock Creek.....	<u>401,333 12</u>
Payments made—page 414.....	\$171,746 90
Payments made—page 414.....	146,743 43
Payments made—page 422.....	3,780 00
Payments made—page 427.....	<u>77,926 40</u>
	400,196 73
Balance due.....	<u>1,136 39</u>

Massachusetts avenue, from New Jersey avenue to Seventh, Ninth to Fourteenth,  
Fourteenth to Boundary:

United States property:		
Square 67, 3.6.....	180	<div> <div> Scott's statue circle, c's. </div> <div> 4, 1.5, 6... 300  4, 1.3, 7.2 . 360  2, 1.6, 6.4. 320  1, 169 </div> </div>
North of square 114, 1.7.....	85	
West of square 316, 2.6.....	130	
South of square 341, 2.5.....	175	
South of square 371, 1.0.....	50	
South of square 484, 1.22.....	61	
West of square 485, 2.9.....	145	
West of square 516, 2.0.....	100	
West of square 529, 2.7.....	135	
South of square 528, 2.7.....	135	
United States proportion.....	1,196	1,196
		<u>1,169</u>
Private property.....	12,431	



Total cost of street improvement.....	\$511,684 76
Board report, 1873, page 153, less $\frac{1}{2}$ .....	170,561 59

	<u>341,123 17</u>
2365 at 11.53.....	27,268 45

Due by United States:		368,391 62
Paid by Government, page 406.....	\$39,654 40	315,375 15
Paid by Government, page 406.....	459 58	
Paid by Government, page 412.....	182,943 55	Due.. 53,016 47
Paid by Government, page 428.....	12,763 20	
Paid by Government, page 436.....	13,382 07	
Paid by Government, page 436.....	11,114 00	
Paid by Government, page 439.....	{ 3,000 00	
	{ 3,000 00	
Paid by Government, page 454.....	6,919 85	
Paid by Government, page 437.....	22,108 10	
Paid by Government, page 437.....	20,030 40	
	<u>315,375 15</u>	

New York avenue, from Fifteenth street west to Ninth street west, and from Seventh street west to North Capitol street:

United States property:	
Square 251, 2.4.....	120
South of square 317, 4.2.....	210
North of square 344, 3.9.....	195
Square 372, 1.6.....	80
	<u>605</u>

From Seventh street to North Capitol street:

Square 451, 1.7.....	85
South of square 482, 3.7.....	185
Square 515, 1.3.....	90
Square 524, 2.....	100
Square 555, 2.5.....	125
North of square 557, 4.7.....	235
	<u>820</u>

Seventh street to North Capitol, (page 167, B. R., 1873:)

Cost of street.....		\$145,375 58
Less sewerage and water-services.....	\$1,950 00	
Less intersection.....	3,979 85	
	<u>5,929 85</u>	

	<u>139,445 73</u>
Less one-third.....	46,481 91

	<u>92 963 82</u>
U. S. P., 820 linear feet, at \$7.88.....	6,461 60

P. P. 5,080.....	<u>99,425 42</u>
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5,900 R.

Fifteenth to Ninth, (Table XXIV, 1872:)

	123,552 26	123,552 26
Less intersection.....	5,563 80	
R. R.....	2,214 40	
	<u>7,778 20</u>	

	<u>115,769 06</u>
Less one-third.....	38,589 68

3,280.....	<u>77,179 38</u>
605 linear feet, at 9.93.....	6,007 65

3,885 rate of assessment, 9.93.....	<u>83,187 03</u>
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Due by United States on same, from Ninth to North Capitol.....	\$99,425 42	
Due by United States on same, Ninth to Fifteenth streets.....	83,187 02	
Total.....		182,612 45
Payments made—page 414.....	35,582 72	
page 414.....	157,700 72	
		193,283 44
Less amount included in above for avenue, between Sev- enteenth and Eighteenth streets.....	11,045 93	
		182,237 51
Balance due.....		374 94
Connecticut avenue, from A to S streets and K to Boundary streets:		
Total cost.....	\$184,773 52	
Less P-street circle, (viz, curb and concrete).....	25,451 20	
		159,322 32
Less one-third.....		53,107 44
P. P., 7294.....		106,214 88
E. S., 140 (viz, east of square 93, 1.5).....	75 17.14	999 60
7434 (east of square 139, 1.3).....	65	
	140	107,214 48
Slash Run at Eighteenth and T street, 600, less one-sixth.....		8,075 00
		115,289 48
Payments made—page 411.....	\$16,000 00	
	104,266 27	
		120,266 27
Overpayment.....		4,976 79
Louisiana avenue, from Pennsylvania avenue to Tenth street. (B. R., XXV, 1872.)		
Cost of street from Ninth to Tenth.....	\$27,384 64	
Intersection of Tenth.....	819 20	
		28,203 84
Less one-third.....		9,401 28
		18,802 56
Add for work between Ninth street and Pennsylvania avenue, (governor's answer, page 433,) wood pavement.....	3,902 50	
Curbing and sidewalks.....	1,028 50	
		23,733 56
Payments made—page 411.....	\$14,291 73	
page 433.....	4,931 00	
		19,222 73
Balance due.....		4,510 83
Vermont avenue, (B. R. 1872, XXXV.) Total cost.....		
Less chargeable to intersection of L street.....		37,944 34
		889 60
		37,054 74
Less one-third.....		12,351 58
		24,703 16
Payments made—page 415.....	\$20,993 47	
page 407.....	2,233 34	
		23,226 81
Balance due.....		1,476 35

By Mr. MATTINGLY :

Q. I understand the result of that statement to be about this. Mr. Rives's testimony shows that the Government overpaid on this avenue about \$88,000 ?—A. That is what he states.

Q. But your statement shows that the Government has in fact underpaid about \$54,000 on the same avenue ?—A. That is exactly my belief and my statement. I would like to remark in this connection that a remeasurement and a restatement of the Government work would be very well, because we have now all the vouchers and accurate measurements in, and any statement now, instead of being approximate, can be correct.

By the CHAIRMAN :

Q. Do I understand you to say that on this avenue, estimated by Mr. Rives, on pages 1306 and 1307, in which he makes an overpayment of \$88,000, you make an underpayment of \$54,000 ?—A. Exactly so.

Q. Have you made calculations upon every avenue ?—A. Only upon those mentioned.

Q. I mean those mentioned by Mr. Rives ?—A. Yes, sir ; in detail.

Q. From vouchers ?—A. The expenditure is from vouchers, and the way of partitioning between private parties and the United States is from measurements.

By Mr. WILSON :

Q. Do the reports of 1872 and 1873 show anything different from what Mr. Rives stated ? Don't the reports of the board for 1872 and 1873 show exactly what Mr. Rives stated ?—A. The way Mr. Rives arrives at those were correct enough in themselves, and yet they are incorrect in the result.

Q. Whose fault is it if they are incorrect ?—A. In this connection I may say that the measurements—numerous measurements made against the Government—have become very intricate and very complicated, and in some instances I must even say bungling. As I stated a while ago, the only way of straightening them satisfactorily now, would be a restatement and remeasurement.

Q. Who bungled them ?—A. In the first place, there were a great many measurements at various times before the principles were clearly established.

Q. Have you established any new principles of measurement recently ?—A. No. I think the act of 1873 certainly established a principle very clearly, which, for instance, we did not have in 1872, as you will find, in the board report of 1872, an amount charged to the general fund on Pennsylvania avenue, which ought not to have been charged at all.

Q. Mr. Rives did not bungle up these reports ?—A. I did not say that.

Q. Who did bungle them up ?—A. Well, I suppose I was a party to it.

Q. Then, you came here, not to correct Mr. Rives's statement, but to correct your own statement. Is not that a fact ?—A. Well, I correct both.

Q. Wherein is Mr. Rives's statement not correct ? He said to the committee that he knew nothing about these things except as he found them in the report of the board of public works. Has he made any inaccurate statements in regard to what is shown by the reports of the board of public works ?—A. If Mr. Rives will take the same avenue and the statements of the cost as they were made up—

Q. He has no access excepting to anything which you have shown to the public ?—A. Well, if he will take the frontage of the property on



this avenue, he certainly will find that there is no overpayment or any overcharge. On the contrary, he will find that there was an underpayment.

Q. Now, how have you gone to work in order to get this thing out of its bungling condition? State to the committee exactly what you have done.—A. I have just read it, sir.

Q. I know you have read your results, but what I want to know is how you got at your results. Did you go to any papers which you have in your office?—A. This very statement shows it clearly. There are no papers outside, except—there is no paper outside at all.

Q. Have you resorted to anything except what appears in the reports of 1872 and 1873?—A. No, sir.

Q. Nothing at all?—A. Nothing at all; it is all there, and in the governor's answer.

Q. This can all be deduced from the reports of 1872 and 1873?—A. Yes, excepting in the amount of Government property. For that you will have to use the map. Their report does not show it, but our maps do.

Q. You were engaged in getting up an account against the Government of the United States and involving very large sums of money; why did you not put this in such a shape as that the citizens and officers of the Government could understand it without an explanation outside of what appears on the face of your papers?—A. All I can say is, that if I had to do it over again, I would certainly make the statement far clearer than I succeeded in getting it.

Q. How long have you been in the employ of the board of public works?—A. Since the summer of 1871.

Q. As an engineer all the while?—A. Yes, sir; not as assistant engineer all the while.

Q. Who is your superior?—A. Mr. Cluss.

Q. Prior to him, who was your superior?—A. Mr. Phillips, Mr. Mullett, and Mr. Greene.

Q. Do you wish the committee to understand you as saying, as an engineer, that a profile of the streets and cross-sections is not necessary to accuracy of measurement?—A. I did not say any such thing.

Q. You do not wish to be so understood?—A. Not in the least. I say, on the contrary, the more correct your record can be the better it is.

Q. Now, prior to the time that Mr. Barney came in as engineer in this office, did you make any profiles or cross-sections?—A. Wherever I had anything to do with it I did.

Q. Were you an office-man, or a man who did outside work?—A. I was principally an office-man. I only occasionally went out; in a very few cases.

Q. Is it or is it not a fact that prior to Mr. Barney's advent into this office there were rarely profiles and cross sections made?—A. I should say yes; very rare.

Q. It was very rarely done?—A. Yes, sir.

Q. Is it or not the fact that contractors were put upon streets to dig them up before the engineers had an opportunity to take any sort of measurement with a view to ascertaining accurately the quantities of grading?—A. Well, I suppose such cases took place.

Q. In all these cases, what had you to rely upon in order to get at the amount of grading that was done?—A. There was only the old grade-books in a great many cases, and, besides that, landmarks.

Q. Would the old grading-books show what had been done prior to the board going to work?—A. Certainly. The old grade-book was merely the record of the old ground. Of course we ought to ascertain.

That was easy enough, and the difference between the two would give the grading.

Q. Providing nothing had been done after the grade-book was made?—  
A. That is exactly so, sir.

Q. Do you know whether work had been done there after that grade-book was made and before the board of public works went to work?—

A. Of course that ought to have been a matter of record.

Q. It ought to have been?—A. Yes, sir. I do not say that it was.

Q. Was it?—A. I would not say that it was.

Q. Do you not know that it was not; that there was no such record?—

A. Well, wherever the grades from the old grade-book had not been changed, I suppose the record was pretty nearly good enough.

Q. But is it not the fact that after that grade-book was made, and before the board of public works commenced their operations, the grade had been changed in many instances?—A. I suppose it had; the extent of it I could not say.

Q. In these cases it would be utterly impossible for you to arrive at any correct conclusions, would it not?—A. Of course, where we had no record whatever of the ground as it was, it would be utterly impossible.

Governor SHEPHERD. I would suggest that a record of all those changes was kept by the different mayors of the city.

By Mr. WILSON:

Q. You have given the committee a statement in regard to these charges to the Government for sewers. You have embraced in that brick sewers?—A. Certainly.

Q. And all classes of sewers?—A. Yes, sir.

Q. Did you embrace in it any sewer that was constructed prior to the board of public works going into operation here?—A. You will find, I think, that in the amount charged to the Government there were a few which were completed in the early organization of the board, and which ought not to have been charged, but yet the amount—I do not include those as paid by the Government—and yet the amount for sewers paid by the board and chargeable to the Government exceeds the amount inclusive of those.

Q. But I am trying to get at what you have embraced in this statement of yours. You did, then, embrace in this statement sewers that had been constructed prior to the organization of the board, did you?—

A. There were some finished, I think, in the beginning of the board, and Mr. Forsyth pointed them out as belonging to the board. There were, I think, a few cases with which I was not familiar. Wherever I was familiar with anything I never did.

Q. You say Mr. Forsyth pointed those out to you?—A. Yes, sir.

Q. How much of those sewers was there?—A. They are easily footed up, wherever they are; I suppose they amount to something like—I could not say; it is less than \$20,000, I think.

Q. What kind of sewers were they?—A. Brick and pipe sewers.

Q. What size were the brick sewers?—A. I think two and a half or three foot sewers.

Q. Did you embrace in that any sewer not yet constructed?—A. No, sir.

Q. None that is not yet constructed?—A. None at all.

Q. What was the occasion for your getting an average amount of sewer in order to make up a charge against the Government? What is the reason you could not take the sewers themselves as you have paid for them, and charge the Government its proper *pro rata*, without going

through all this formality of making a calculation and getting an average price? You were making up an account against the Government of the United States?—A. Yes, sir; that is so; but, as I stated here, in the first place our settlements at that time had not been in. And to re-measure them in detail, as we did for the board, would have really required an enormous amount of time.

Q. You were making up charges against the Government for work done?—A. The work was done, but it had not been settled.

Q. You knew the work had been done?—A. So I did, but I never charged except that once.

Q. You knew what the cost of it was?—A. No, sir; I did not.

Q. The records of the board will show?—A. No, sir; they show now, but they did not then.

Q. Why not? It was done by contract.—A. Yes, sir; but the accounts were not in.

Q. You knew the size of the sewers?—A. Yes, sir.

Q. And the size of the pipes?—A. Yes, sir; certainly.

Q. You knew the cost of it, and that the contractors were putting it down?—A. Yes, sir.

Q. Why not, then, charge the Government what it actually cost?—A. Simply for this reason: it would have required an enormous time.

Q. I will give you a case right here. Here is a sewer on Pennsylvania avenue, from First to Seventh street east. I find here the size of tile 12 inches, 88 cents a foot; 12 by 12, \$1.60; 12 by 16, \$1.38, and so on, making an average of about \$2.44; yet, I find that when you made up an account against the Government for that very same work you charged the Government \$4.70; what was the occasion for that?—A. As I explained, if it had simply applied to that single voucher, of course it would have been egregiously erroneous; but taking the whole—those sewers which cost us from seven to nine dollars—I thought that the average which I had given was fair. I may have been mistaken, but I think I was not. It was simply to facilitate the work.

Q. Was it not to facilitate getting up a charge against the Government; was not that it?—A. Most certainly it was to facilitate a charge against the Government.

Q. Were you not, at that time, making your arrangements to get an appropriation of about \$1,240,000?—A. I do not think that was the idea.

Q. Were you not making up an account on which to predicate an appropriation?—A. Well, do you refer—. I do not understand you exactly.

Q. I refer to an appropriation made the 8th day of January, 1873. You were making up your account to get that appropriation, were you not?—A. I think a statement of mine was used for that appropriation.

Q. You got up that statement?—A. I was one of the most astonished men myself when I saw that the figures which were used in my approximate statement had been used for an appropriation. I had not the slightest idea that it ever would be the case.

Q. Did you put in that statement work which had not been done?—A. That statement was made some time, I think, in September, 1872, or the beginning of October, 1872, and we expected a large amount of work done before the end of the season, and what I thought would be done I included.

Q. You put in work that had not been done?—A. I put in that estimate work which at the time of the estimate had not been completed.

Q. The work that has not been done yet?—A. I suppose some of it



has not been done yet, but that never was charged; that was merely an approximation.

Q. Then, after you got the appropriation, you went to work to get the money?—A. Certainly.

Q. And in order to do that, you made up an account?—A. We did.

Q. Did you embrace in that account work which the board never did?—A. No, sir.

Q. None at all?—A. Except that error, I think, on Rawlins's Square.

Q. Do you recollect reservation No. 17? How did you get that in?—A. I think that is the same as I said a while ago, about some sewer that Mr. Forsyth thought he was familiar with, or he said that he was familiar with, and which had been done prior to any connection of mine with the board.

Q. You did get work in that account that had not been done by the board of public works, did you not?—A. Afterward I learned that that was so.

T. T. FOWLER recalled.

By Mr. MATTINGLY:

Q. State whether that is your signature to that bid and that receipt; state what you remember about it.

[The bid and receipt were exhibited to witness,] as follows:

WASHINGTON, D. C., September 1, 1871.

*Honorable board of public works of the District of Columbia:*

I hereby propose, in accordance with the terms of the advertisement hereto attached, to macadamize the carriage-ways of the following-named streets, viz, G street north, from Seventeenth west to Twenty-second west; Twelfth street west, from F street north to the river; and K street, from Georgetown to Sixth street, with any depth of broken blue gneiss-rock that the board may direct, for the sum of \$4.24 per cubic yard: provided that the depth of said macadamizing shall be on an average of at least twelve inches; and provided further, that the depth of excavation required shall in no case exceed two feet.

T. T. FOWLER.

[Copy of advertisement inviting proposals annexed.]

Received, September 21, 1871, certificate of William H. Slater, collector, for \$1,000.

T. T. FOWLER.

A. I should say that was my signature. I do not remember of signing it, however, but I see the bid is made out in the handwriting of my partner. I was at that time very busy building Long Bridge, and was away down the river, and it might have occurred in that way; I presume that was the way it occurred, but it passed all my recollection that I ever put in anything of the kind.

By the CHAIRMAN:

Q. That receipt is in your handwriting?—A. The signatures are in my handwriting.

Q. The others in the handwriting of your partner?—A. Yes, sir.

By Mr. MATTINGLY:

Q. The signature to the receipt is in your handwriting?—A. Yes, sir.

By Mr. MERRICK:

Q. You say you did sign both those papers?—A. It looks like my signature; I have no recollection of it, but I see how the thing occurred.

Q. You said on the stand that you had made no deposit, and had not withdrawn any deposit?—A. That was my recollection at the time, sir.

I came in here at the time, and did not intend to have anything to do with this investigation. I dodged the question as long as I could, until your subpoena reached me.

The committee took a recess until 2 o'clock p. m.

2 O'CLOCK P. M.

On the committee re-assembling, the examination of witness Oertly was resumed.

By Mr. WILSON :

Q. Is that the only paper you produced with regard to sewers—this paper marked statement C?

WITNESS. I desire to state this: As long as I had prepared that average price, I desired to submit a statement to vindicate myself. It has been stated that my average was too high. That statement will show my average was—

Q. Where is the original paper made out by you in relation to the sewers on which you fixed the Government prices?—A. That short slip there, that you have marked statement B, or a similar one, submitted at the time to General Babcock.

Q. Is this the original paper you submitted to him?—A. This is my measurement.

Q. When did you make this paper out?—A. This I copied from the memorandum. The original, I think, is somewhere among the general's papers.

Q. Have you no copy in your office?—A. No, sir; it did not belong to my office.

Q. Whom did it belong to?—A. This belongs to me, of course, or did belong to me.

Q. Where are the original papers that are in your possession?—A. The original, I think, must be among General Babcock's papers.

Q. From what did you make this paper out—this paper marked B on the back of it?—A. Those are the board prices, as you will see.

Q. I want to know when you made this paper out?—A. I think it was at the time—January, 1873.

Q. This paper, as you presented it, was made out in January, 1873?—A. Yes, sir.

Q. Now, have you the memorandum or notes from which you made up this paper?—A. There is no note needed; that paper is perfect in itself.

Q. But did you have no data from which you made out that paper?—A. No, sir; it states every point in itself.

Q. And then there is nothing upon which this paper is based?—A. Except what it states.

Q. Was this made out before or after the measurement?—A. It was made when the measurement was presented to General Babcock; and to satisfy him about the correctness of the price submitted, I made that statement.

Q. Did you submit this paper to General Babcock, or a copy of it?—A. Not this one; there must be an original in his possession; but it is the same thing—the same price, \$4.70. He looked it over. I think there were several other gentlemen present, and they thought that my assumption was nearly correct.

Q. Nearly correct?—A. Well, as all assumptions are. An assumption never is correct.

Q. But here you state in this, "for the purpose of facilitating the measurements and accounts, an average size of sewer was assumed."

The WITNESS. Exactly.

Q. "And it was thought that the cost of the 18-inch pipe-sewer would be nearest that average."—A. I think so still.

Q. Was this a mere assumption on your part at that time?—A. It was.

Q. Purely an assumption?—A. Yes, sir.

Q. And it was mere conjecture that an 18-inch sewer would be the nearest average?—A. Well, certainly the conjecture was tolerably fair, because it drains from a 12-inch pipe to a four-foot brick-sewer.

Q. Then upon what did you base the conjecture?—A. Upon what that paper states. I say there we had sewers from 12-inch pipe-sewers to four-foot barrel-sewers, and I certainly considered then, and do consider yet, that an 18-inch pipe-sewer was a fair average.

Q. Did you ever sit down and take the length of a four-foot sewer—a barrel-sewer—and then of a 24-inch sewer, a 20-inch sewer, an 18-inch sewer, a 15-inch sewer, and a 12-inch sewer, and ascertain by any such process as that the average?—A. No, sir. If I had those lengths I certainly would not have put in an average size, I would have got an actual size.

Q. Haven't you got those lengths?—A. You will find them in this statement.

Q. Haven't you a map that shows every one of them?—A. We didn't have then.

Q. Have you one now?—A. We are now perfecting a map, so as to give all the sewers which were constructed. The maps may be up to time now, but they were not within a short time ago; they were not then perfectly up.

Q. Does this statement which you have presented, and which I have called statement C, show the number of feet of 12-inch sewers in this city?—A. It shows it under those various heads—12-inch sewers.

Q. Does it show all the 12-inch sewers in this city?—A. No, sir.

Q. Chargeable to the Government; does it show all of that?—A. To the best of my knowledge. There may be a few more, but certainly what is in that list is put down.

Q. Can we by looking at this list determine how many feet of 12-inch sewer there are?—A. Yes, sir; or rather you may by going over the entire lot.

Q. How many feet of 15-inch sewer?—A. Yes, sir.

Q. And of 18, 20, and 24-inch sewer?—A. Well, I don't know exactly whether I stated it in the list. I referred more to the vouchers of the parties who did that work.

Q. That is not what I am getting at. I want to know whether or not this average of \$4.70 is a correct average. You say you have come to this result by making an average of all the different sizes?—A. Yes, sir.

Q. Very well, now. What I want to know is whether you ever presented to this committee anything which will enable them to determine how many feet of 12-inch sewer there are and how many feet of 16-inch sewer, and so on through?—A. Yes, sir; every table can give this. If I have not stated it in every instance it is very easy to do that. Some of these cases are a little complicated, and possibly I didn't put them down, but if you desire it it can be done.

Q. There will be no trouble in getting at the exact amount of each one?—A. No, sir.



Q. In making up those papers did you embrace any sewer that had been constructed prior to the board of works coming in?—A. I think I did state all.

Q. This sewer I see at the end of this paper marked C—the Giantz & Appleman's sewer—what sewer is that?—A. That is B-street sewer, the intersecting sewer. You will find the measurement charged the Government was the same as that paid by the board, less this portion where one-sixth has been deducted.

Q. There never was any difference, then?—A. There was no average of any assumption there.

Q. Is that a four-foot sewer?—A. No, sir; that varies from twelve foot.

Q. Have you embraced in this statement the B-street intersecting sewer?—A. It includes all sewers; those sewers which were charged in the Government measurement at the actual price, these were deducted. It would not change anything in the aggregate figures. The same deduction would be on both sides.

Q. Was the whole of this B-street intersecting sewer charged to the Government?—A. No, sir; some portions—one-sixth—came off, and that is out.

Q. What have been your duties in the office?—A. I have had particular charge of the inside business of the engineer's office.

Q. From whom do you receive instructions in regard to your work?—A. From the chief engineer or engineer in charge.

Q. Who is that?—A. Mr. Cluss; as long as he had charge of it.

Q. Did you always get your instructions from Mr. Cluss, or did you act at any time under anybody else's instructions?—A. Well, it is possible that sometimes the governor told me to attend to some particular duty, and I would attend to it.

Q. Can you remember any particular matter that you were directed to do by the governor instead of by the engineer in charge?—A. I should have to refresh my memory, more or less. I cannot point out particularly now.

Q. What I want to know is, whether you have acted exclusively under direction of the engineer-in-chief of this district, or whether you have been acting sometimes under his direction and sometimes under the direction of other persons?—A. Well, it is most likely that I have occasionally been acting under the direction of the governor or vice-president of the board.

Q. Without consultation with the engineer-in-chief?—A. Well, no; that I would not say.

Q. I desire to know whether you have acted under the direction of the vice-president or governor without consultation with the engineer-in-chief?—A. I invariably made it my duty to consult with him whenever it was possible. There may have been one or two cases when I did not see him at the time.

Q. Do you know what cases those are?—A. No, sir. I cannot call them to mind just now; possibly you know of it.

Q. No, I do not know that I do. I want to see if you can recollect them—if you can remember anything of that kind when you acted without any consultation with him—and I should be glad to have you state in reference to what work it was that you so acted?—A. Well, if I did, I do not know. If ever I acted so before results were arrived at, I certainly made it my duty to communicate to him the results.

Q. In fixing these prices which were charged to the Government, did you consult with the engineer-in-chief; and if you did not, under whose

direction did you act ?—A. No, sir ; I did not. This was a matter really not connected with the office of the engineer-in-chief at all. Mr. Forsyth and I were merely assistants to Colonel Samo and General Babcock, who assumed the measurement. He asked me to state those prices.

Q. How did you get at the prices ?—A. I got them from the price-list of the board of public works ; not the engineer's office.

Q. Then, in making up this statement as to the amount that was chargeable to the Government, you were not acting in your capacity of engineer ?—A. No, sir.

Q. You were acting under whose directions ?—A. I didn't mean to say—

Q. Your duties were in the engineer's office ?—A. Yes, sir ; and I was detailed—

Q. How did it happen that you went outside of your own department to make up these charges against the Government ?—A. I think that is the case where I was detailed by the governor to assist an engineer designated by General Babcock.

Q. You were, then, detailed by the governor to assist General Babcock or Mr. Samo in making up your charges against the Government ?—A. Yes, sir. I don't think I had anything else but the verbal order ; but that was sufficient for me.

Q. So that the engineer's office or the board of public works is in no way responsible for this ?—A. The engineer's office is not responsible for it, virtually.

Q. Why did you not consult with the engineer-in-chief in regard to these matters ?—A. Well, that is more than I can answer, because—

Q. Now, did you make up an account against the Government upon which an appropriation of \$1,000,000 or more in March last was made ?—A. I assisted the colonel partly, I think, before the last measurements. I was not present.

Q. Assisted whom ?—A. Colonel Samo.

Q. In making up a claim against the United States for \$1,000,000 ?—A. A claim ?

Q. Yes.—A. I do not know anything of a claim.

Q. Was not there made out, at the office of the board of public works, an account against the United States upon which an appropriation of a million of dollars was made ?—A. An account.

Mr. WILSON. Will some one be kind enough to get me that appropriation bill—3d of March, 1873 ?

Mr. MATTINGLY. If you will refer him to the statement he may comprehend you better.

Mr. MERRICK. The appropriation of 1873 will be found in the seventeenth volume of the laws. I don't think it is on the table here.

Q. Do you remember anything of that kind ?—A. I remember the act distinctly.

Q. Now then, prior to the passage of that act, was not there an account made out by you of the work that had been done by the city of Washington prior to the board coming in ? I will read you.

The WITNESS. I remember the act distinctly.

Mr. WILSON. The act reads as follows :

To reimburse the city of Washington for improvement of the avenues of said city and for work done thereon, not chargeable against owners of private property, nor included in appropriations heretofore made, \$1,000,000.

That is on page 527. Did you make up that account ?

The WITNESS. No, sir ; not for \$1,000,000.

Q. Did you make up an account for work that was done by the board prior to the organization of the board of public works of the city of Washington?—A. Yes, sir; but it was not one million of dollars. There was an account made out, I think \$1,632,000, or something like that.

Q. You made out such an account?—A. There was such an account made out.

Q. Who made it out?—A. I think Mr. Forsyth and me. I do not know whether upon that or upon what account the one-million dollar appropriation was made.

Q. You made up such an account?—A. Yes, sir; such a statement. There was no account at all about it.

Q. Where is that statement?—A. I may possibly find the original draught of it among my papers; I could not say positively.

Q. Do you know what was done with that statement?—A. No, sir. It was referred to a number of persons; I do not know to whom. Some Senators had it.

Q. What was the character of that statement?—A. Part of it, I think, was for work done by the old corporation, and the balance was for work done by the District.

Q. I would like to have that statement.—A. If I can find it, you shall have it.

Q. Where did you make up that statement?—A. It was made at the office, but no copy taken.

Q. Did you make any surveys?—A. No, sir; no surveys were made at all as to the amount of work done by the old corporation. That was prepared from the memorandum of Mr. Forsyth, and even that —

Q. When did Mr. Forsyth make that memorandum?—A. I want to qualify that term "memorandum," because he put down the amounts of work which were done, or, rather, said so to me, and I put them down and then footed them up or carried them out.

Q. What papers or memoranda did he have from which he made that statement?—A. That was all by recollection.

Q. Entirely?—A. Yes, I think so.

Q. Then, if I understand you, the mode in which you made up that statement amounting to \$1,632,000, was that you and Mr. Forsyth were together in the office of the board of public works, and Mr. Forsyth made statements to you from recollection of work that had been done by the old corporation, of whatever that amounted to?—A. It was purely from his recollection as to that amount.

Q. Then do you say that a part of that \$1,632,000 was for work done for the board of public works?—A. Yes, sir.

Q. Do you recollect what proportion of it?—A. Well, it certainly was about one-half of it.

Q. Done by the board of public works?—A. Yes, sir.

MR. STANTON. Mr. Wilson, you will find in the act making the appropriation, that amount to reimburse the late corporation of Washington is \$183,000.

MR. WILSON. It says, "to reimburse the city of Washington for improvement of the avenues of said city, and the work to be done thereon, not chargeable against owners of private property, nor included in any appropriation heretofore made, \$1,000,000."

MR. STANTON. Part of it he says was done by the late corporation.

MR. WILSON. Mr. Oertly, if I understand him, says that about one-half of this—that this \$1,632,000 that he made up was for work that was done.

THE WITNESS. And they cut it down to \$1,000,000, or whatever it was.



MR. WILSON. And half of that was for work done, as I understand him, by the old corporation?

THE WITNESS. In the statement one-half was, I suppose—nearly one-half—was for work done by the old corporation.

Q. Then that which was done by the board of public works—that was embraced in that account—upon what data did you make up that half of the account?—A. That was all for measurements. The data which I used were from either actual vouchers or actual measurements. I think they were all that way in the office.

Q. Do you think you can produce us a copy of that account?—A. I rather think I can among—but it was changed several times. I certainly will produce it if I can find it.

MR. WILSON. I would be glad to have you.

Q. Now I wish to call attention to another matter in that same connection. Look on page 32 of the report of 1873—the column headed measurement of March 26, 1873—and tell me what that is; where it came from: the third column, I believe it is.—A. Those were actual measurements made by Colonel Samo.

Q. Do you know where that measurement is?—A. It is in his books, or at least the measurement itself is in the Treasury Department, and the balance Colonel Samo has got. I have no record of it.

Q. Did you have a record of that kind?—A. No, sir; I did not consider it my duty at all; I only was an assistant.

Q. Have you ever looked over the governor's Answer?—A. Yes, sir.

Q. Have you ever seen anything of that kind in the governor's Answer?—A. No, sir; I think I mentioned to some gentlemen before, that they omitted in the Treasury Department to give a copy of the voucher: at least it seemed to me so, I do not know certainly.

Q. The reason I asked you about that is because I called at the Treasury Department for all the measurements that had been made there, and I have not received any such measurement made March 26, 1873.—A. There is one omitted in the governor's Answer. How that occurred I don't know.

Q. Now, in making out the \$1,632,000, how was that done? under the direction of the governor or vice-president?—A. Yes, sir.

Q. Had that any connection with the engineer's office?—A. No, sir; none whatever.

Q. Are the prices that have been charged to the Government the same in all cases that had been paid to the contractors?—A. I think they are less.

Q. The Government is charged less price?—A. I think they are less; for instance, in curbing.

Q. Are the prices of grading and hauling the same charged to the Government and paid to the contractor?—A. I don't think we charged the Government haul, which the board finally paid.

Q. Is not it the fact the Government is being charged more both for grading and hauling?—A. No, sir.

Q. You think that is not the fact?—A. No, sir. In grading, I think you will find the charge 40 cents, and that requires some explanation, because the board paid 30 cents, or one kind and 40 cents for graveling streets; and they paid also \$1.50 for excavation. Well, I assumed, in the first place, the average between 31 and 40, which is 35, and I proposed, on account of the rock excavation and some troublesome excavation for which we could not present the account in the measurement, to assume the whole at 40 cents, and the other gentlemen to whom I did propose thought it was fair.

Q. And you assumed the whole of the grading to the Government at 40 cents?—A. Yes, sir; without charging anything for rock excavation where it occurred.

Q. Did you have much rocky excavation?—A. About this city I cannot say a great deal.

Q. The percentage was not very great. Do you think there was so much rocky excavation as to increase the price of the Government up to 40 cents?—A. No, sir; if I had to assume the average in this case again, I would say it was less than that.

Q. How much less would you put it?—A. I would certainly rather prefer simply to have the average 35, and charge the rocky excavation where it actually occurred.

Q. Would not that have been the more accurate way to have done this business?—A. I admit that.

Q. Is it not a fact the rocky excavation has been very rare indeed in this city?—A. Compared to the amount of grading done the percentage is not very large.

Q. Is it not very small?—A. I would say it was small.

By Mr. MERRICK:

Q. Is there any rocky excavation in the city of Washington at all?—A. Yes, sir.

By Mr. WILSON:

Q. Have you ever noticed the price paid for sand and the price paid for hauling on New Hampshire avenue by the Government and that paid the contractors?

The WITNESS. Do you mean the amount?

COUNSEL. Yes, sir; the amount.

Mr. MATTINGLY. The rate per square yard?

Mr. WILSON. Yes; the rate for grading and hauling?—A. There is no hauling charged it on New Hampshire avenue; none whatever. It is only the grading proper. If it is I am thoroughly mistaken, but I think it is not.

By the CHAIRMAN:

Q. I will go back to that again. How did you make up the price for flagging?—A. That I could not say.

Q. Do you know how the price is made up?—A. No, sir; I cannot say that either.

Q. Now what the charge against the Government for flagging?—A. Yes, sir.

Q. What is it?—A. Wherever the board paid \$1.25 they charged at \$1.25.

Q. Were they paid \$1.25? They charged \$1.25.—A. Yes, sir.

Q. How did the board make up its price of \$1.25 a square for flagging?—A. I cannot say, because I had nothing to do with it.

Q. Were all parties paid the same price for flagging?—A. You must not forget this \$1.25 includes top-dressing and laying. Not all the parties furnished both.

Q. It includes the flagging and all the work done?—A. Yes, sir. Then again—

Q. But suppose the District government or the board of public works furnished the flagging. Did they then pay all parties the same price?—A. Then, in that case, if the flagging was the same price, of course the same price would be charged. I think some of the flagging is not top-

dressed, whereas that for \$1.25 is top-dressed, and between the two there is a difference in price.

Q. What do you call top-dress flagging?—A. Axing the top or face.

Q. Have you ever looked at the flagging along down on B street north?—A. Between which points?

Q. Along there in front of the monument, from Twelfth to Seventeenth street.—A. I do not think I ever particularly looked at that. I never measured it.

Q. Do you know whether that is charged at \$1.25?—A. I was not present at that measurement, and, indeed, I could not say exactly whether it was or not. If it was charged at \$1.25, there certainly was an extra charge, it seems to me.

Q. Then, around the Botanical Gardens; what do you say about that at \$1.25 to the Government? Is that charged at \$1.25?—A. I was not present at the measurement.

Q. What would you say to \$1.25 for that flagging around the Botanical Gardens?—A. That around the Botanical Gardens, if I understand it aright—that flagging was hauled from the post-office and Patent Office.

Q. So that we understand when the flagging was taken away from there that was to be replaced by first-class flagging.—A. And of course in one place we certainly could get nothing except the laying, and whatever little jointing and dressing would be required, and in the other place get the full. But, as I say, I was not present at these measurements, and I could not say what was the charge.

Q. What do you consider such flagging worth as is around the Botanical Gardens?—A. Price allowed to the contractor was thirty-four cents for rejoining and laying and doing such top-dressing as was absolutely necessary by the worn-out flags.

Q. Thirty-four cents allowed him for redressing and laying that flagging?—A. There was no redressing, except what redressing had become necessary to bring them to a fair—

Q. On that south side of the Botanical Garden there is some new flagging laid?

WITNESS. On Maryland avenue?

Mr. WILSON. Yes.

A. I think there is some there.

Q. Have you seen that?—A. Not lately to my knowledge. I didn't either measure it or examine it.

Q. But you say that the flagging that was on the west side of the garden came from around the Post-Office?—A. As far as it went.

Q. And that was replaced at the Patent-Office and Post-Office?—A. With first-class machine-dressed flagging.

Q. Did you make up the account for work done by the board of public works during this last summer?—A. Yes, sir; I think I prepared a statement.

Q. Do you recollect of charging for flagging around the Patent-Office and Post-Office?—A. I think I did charge it; I was not aware of it, at the time when I made that account, that anything had been charged around the Botanical Garden.

Q. You didn't know that the District government had already got \$1.25 a foot for that flagging that they had hauled down from the Patent-Office and Post-Office?—A. No, sir; I really was not present at the last measurement and never saw any of these accounts.

Q. What is the cost of laying this flagging?

The WITNESS. The actual cost?



Q. Yes, sir.—A. I never investigated that question. I never looked into that matter. I think, though, 24 cents is a fair price, inclusive of jointing and furnishing the sand and cement, and whatever little dressing is required to bring the flags out even.

Q. Do you think that is a reasonable price?—A. I think that is a fair price.

Q. Is not that an excessive price?—A. No, sir: I think higher prices have been paid than that in this city.

Q. Do you know what is the price of dressed material—dressed flagging?—A. I have not any of the latest price-lists, but I remember we paid, at the Treasury Department, 58 cents.

Q. What kind of flagging was it?—A. That was machine-dressed, unjointed. But this rough flagging—I do not mean dressed flagging—just quarry-faced. I could not give you quotations of other price-lists.

Q. Were there any bids invited for furnishing flagging or for laying it?—A. I do not know, because that was no province of ours.

Q. You know nothing about it?—A. No, sir.

Q. Who did the principal part of the flagging about the city, about the Government property?—A. I think Mr. Evans—John O. Evans.

Q. Who made the principal part of the measurements of John O. Evans's work?—A. I did some, Mr. Barney did some, and, I think, Mr. Forsyth.

Q. Who did the principal part of it?—A. That I could not say. I do not know what the amount of the whole measurement is.

Q. Didn't you do the chief part of John O. Evans's and Gleason's measurements?—A. I did a great deal of his measurement.

Q. Who did the principal part of Gleason's measurement?—A. I did, of course, some of it.

Q. Who directed you to make these measurements?—A. That was done by direction of the governor, I think, at the time.

Q. Did you have written order to that effect?—A. No, sir.

Q. Did you act under the supervision of the engineer-in-chief?—A. I think the governor spoke to him at the time, but I am not positive about it.

Q. How did it happen that the governor came to you and directed you to measure John O. Evans's work?—A. That I do not know.

Q. Is that the usual mode of doing these things?—A. No, sir: I rather did it reluctantly, because I thought it was onerous on me to attend to all the inside work, and I had no inclination at all to measure.

Q. How are measurements usually procured? Is there any formal application to your office for your measurement?—A. There is now a pretty strict way.

Q. When was that adopted?—A. I think I myself proposed it—got the introduction of it. They at first required from the contractor a written application to the board for measurement.

Q. When was that rule adopted?—A. That was adopted some time during last summer.

Q. What time during the summer, do you think?—A. Even that I could not positively say.

Q. Have you any mode of ascertaining when that was done?—A. No, sir, I have not.

Q. A few days ago there was something said here about 19 feet of parking in connection with laying flagging. When was that rule adopted?—A. That was in the summer of 1873.

Q. In what way was that rule adopted?—A. That I cannot say. I only know it was adopted.

Q. Who informed you of it?—A. Well, the way I first knew of it is this. In the preparation of Mr. Evans's measurements—I think it was across Fourteenth street; I measured that—I had measured the parking as well as flagging, and I was then informed by Mr. Evans himself that the parking was to be included in the flagging, which I had not known before, and after that I think we received the formal communication from the vice-president's office, that the parking would be included—19 feet of parking.

Q. Did you have any contracts with you when you made these measurements?—A. I think I had of this particular one—the contract then did not include it.

Q. Did you find any such thing as that in any of the contracts—19 feet of parking?—A. Afterward, I think, it was included, but indeed I have had nothing at all to do with the perfection of contracts and I could not say positively.

Q. Did you measure any 19 feet of parking about Mount Vernon Place, along John O. Evans's flagging?—A. No, sir; that was done prior to this order.

Q. Is there any 19 feet of parking along there in front of the monument on B street north?—A. There will be, I think.

Q. Is it there?—A. It is not there now; about six or eight feet is there, I could not say exactly which.

Q. Did you measure the wood pavement on East Capitol street?—A. I did.

Q. How much deduction did you make from the wood pavement on account of grading?—A. None at all.

Q. Why didn't you?—A. The grading had been done by other parties, and it had been understood by all of us in the office in such cases that no grading would be deducted.

Q. I understood the governor to say the other day, and I presume you have read his testimony, that it was the duty of the engineer to make a deduction on account of grading, where the grading had already been done. Did you so understand your duties?—A. No, sir; I never understood them that way.

Q. Did you measure any other streets where the grading had already been done?—A. Not to my knowledge, at this time.

Q. Do you know anything about the Taylor & Filbert contracts?—A. No, sir.

Q. Did you measure any for them?—A. Not for Taylor & Filbert, I do not think. If it was, it was for one street only.

Q. Did you measure any other wood pavement for John O. Evans?—A. I measured the wood pavement for John O. Evans on, I think, Second street, Georgetown, D. C.

Q. Any place else?—A. I think Seventh street and across the Mall, and, I think, Thirteenth street, between B street and Pennsylvania avenue.

Q. Who did the grading of those streets?—A. The grading was invariably done——

Q. Invariably done?—A. No, sir; I forgot about Second street, Georgetown; that I could not say.

Q. Then, of those other streets the grading was all done?—A. I cannot positively say about Thirteenth street. I will have to refresh my memory about that; maybe it was not.

Q. How was it across the mall and those other streets you have named?—A. Across the mall there was no change of grade at all, to my knowledge.

Q. Did you make any deduction on account of grading?—A. No, sir.

Q. Now, we wish to understand how this thing was done.—A. I expect that one man did the grading and another man did the paving.

Q. When you went out to measure that grading, you measured all that was done?—A. Yes, sir.

Q. Then, when you measured the pavement, you made no deduction for the amount of grading. Is that a fact?—A. That is a fact.

Q. Had you any instructions from the board or any officer of the board to make any deductions on account of grading when the grading had already been done by somebody else?—A. No, sir; that was an understanding.

Q. Did you go out with Mr. Samo and Mr. Forsyth to make any measurement?—A. Yes, sir.

Q. How did you make those measurements?—A. With steel-tape and rods.

Q. Did you take any profiles or cross-sections with you?—A. Whenever we had them we did.

Q. When you did not have them, how did you get along then?—A. We used the landmarks; we did the best we could.

Q. That was just simply making the best guess you could?—A. We made a pretty good guess, I assure you.

Q. How did you get at the haul?—A. I do not think, in many cases, there is no haul charged at all. In the vouchers, of course, the haul was measured.

Q. Did you go to the vouchers to get at the extent of the haul?—A. If we charged it; but I think whenever the haul is charged it is rather less than the actual haul—I mean charged to the Government; but in contractors' accounts the haul is correct.

Q. How did you get at this matter of the filling of the canal?

WITNESS. Do you mean the amount charged to the Government?—A. The quantity of earth in the canal.

WITNESS. The amount charged to the Government?—A. Yes, sir.

WITNESS. That is from actual measurement.

Q. Did you know where the earth came from?—A. Yes, sir, a large amount; I know where a large amount came from, but not all.

Q. Where did it come from?—A. A part came from Sixth street, a part from Seventh street, from Tenth street, Eleventh street, from Twelfth street, and some from New York avenue and Fifteenth street.

Q. From Massachusetts avenue?—A. Not a large part of it, but a large part of it from square 221. Then a very large amount from B street south, G street, F street south, G street south, and as far as I street south.

By Mr. THURMAN. Had these paving contracts provided for any distance of haul? The contractor was to excavate two feet—that is, that was included in his price. Was there a haul also included in this price?—A. We did not consider it so.

Q. Did they charge them for haul?—A. I think they got the haul in some cases on the two feet of grading.

Q. They got the haul where there was—

WITNESS. On the two feet of grading.

Q. At what rate did they get paid for the haul?—A. For the first two years the rate was one-half a cent a cubic yard for each 100 feet, and the rate was changed in 1873 to one cent and a quarter.

Q. At first a half-cent a cubic yard for each one hundred feet haul ing?—A. Yes, sir.



Q. And after that the price was raised to one cent and a quarter?—A. Yes, sir.

Mr. MATTINGLY. He explained this morning, in your absence, the reason why a cent and a quarter was fixed.

By the CHAIRMAN :

Q. Did you make an actual measurement for filling the canal?—A. Not for the entire distance. I went over it, I think, as far as Fourteenth street, with Colonel Samo. The balance he made himself.

Q. How was that measurement made?—A. The canal was 150 feet wide, except down from Seventh street up to Maryland avenue; but we took the actual area of the canal as it was, and got its depth and its present level, and of course that must give the cubical content of the canal.

Q. How did you get at its depth, from the original surveys of the canal?—A. No, sir; that would give considerably more than we gave. We took the side-lines as they existed, and I think allowed two feet in addition to that.

Q. How did you get at the side-lines after they were filled up?—A. We knew exactly how they were.

Q. And then you allowed two feet in addition to that?—A. Yes, sir.

Q. What was that for?—A. Because the center was considerably deeper than the sides; but I think we can give you, if you desire, the actual figures which we used for that calculation—the details.

A. Did you make out the vouchers to Mr. Cluss for filling that canal?—

A. I do not know that he ever had any vouchers for filling that canal. He filled largely in the canal, but I do not think there were any vouchers made out, particularly for filling.

Q. Didn't he get a large amount of money for filling the canal?—A. He got a large amount of money for excavation and then the haul to the canal.

Q. That was for excavation on the streets?—A. Yes, sir; and then the haul to the canal, if it was to the canal.

Q. This square 216—where is that?—A. 212, I think it is. That is on Massachusetts avenue.

Q. Is that Government property?—A. No, sir; it is not Government property.

Q. What property is it?—A. It is private property, but for some reason or other, with which I am not perfectly familiar, the board concluded to cut the square down. You know the extreme cut—the excavation of the square between Fourteenth and Fifteenth streets—left those gentlemen quite high, and to relieve them from that situation, and I think for the purpose of avoiding damages, they concluded to cut the square down.

Q. They cut down private property and hauled that earth to the canal?—A. Yes, sir.

Q. Who owned that property that was cut down in this way?—A. There is Senator Edmunds, Senator Bayard, and some other gentlemen. Among others Commodore Almy, Mr. Fox, Mr. Bryan, Mr. Morsell, Mr. Wilson.

Q. Have you any means of knowing how much earth was taken from those squares?—A. It must have been in the neighborhood of 18,000 or 20,000 yards. I will have to go back to the voucher, though.

Q. Was that charged up to the filling of the canal?—A. No, sir.

Q. Or was it charged up to Massachusetts avenue?—A. That I cannot say; I suppose the auditor's vouchers will show that.

Q. Who can tell you about that ?—A. That will be in the auditor's vouchers.

Q. I understood from him this morning that the haul was charged to the canal ?—A. O, certainly we did not charge the haul to the Government in the Government measurement.

Q. Would you charge the Government with the earth ?—A. We charged the Government 30 cents, and the haul alone was—

Q. Is this the fact, that the board of public works cut down this private property and put the earth into the canal, and charged up that grading to Massachusetts avenue ?—A. I cannot say that. I don't think that was charged to Massachusetts avenue—that grading.

MR. MATTINGLY. On Massachusetts avenue, in front of that square, this cutting down of the property, I don't think the excavation went beyond the building-line. How is that, Mr. Oertly?

THE WITNESS. No, sir.

By MR. WILSON:

Didn't you go beyond the building-line ?—A. Of that square proper; but I don't think it was charged to the avenue; but that I had nothing to do with.

Q. Did I understand you to say a moment ago that that was graded down and the cost of the grading was set off against damages to that property ?—A. That was my understanding, but I beg to say that I am not positive about that.

Q. What allowance did you make to the Government in measuring the canal for earth that came out of the avenues ?—A. There is no allowance made whatever.

Q. But there is earth that came out of the avenues paid for by the Government and charged up to the Government ?—A. And the amount from the avenues is certainly very small. I don't think it will exceed 20 per cent., if it possibly can reach that. You will find the charge made to the Government is only 40 cents.

Q. The question I was going to ask you is, whether you had ever examined to see whether the Government had been charged twice for grading in this way—first charged the Government with two-thirds of the excavation of the avenues, and then charged the Government with five-sixths opposite the Government property—Government reservations. Has your attention ever been attracted to that ?—A. It has been attracted so much to it that I think I coincided fully with Colonel Samo's request to have a complete restatement and remeasurement. The amount derived from the avenues for the filling of the canal can hardly exceed 20 per cent.

MR. WILSON. I am talking about another matter. For example, taking Massachusetts avenue. You charged the Government with two-thirds of the grading where there is private property on both sides.

MR. MATTINGLY. That is not so.

Q. Then you reach the Government property. What I want to get at is this: Have you charged the Government with two-thirds of the length of the avenue, and then in addition to that charged the Government with five-sixths opposite Government property ?—A. Certainly.

Q. Then you have charged the Government twice ?

MR. MATTINGLY. I don't think he understands your question, Mr. Wilson.

(To the witness.) Did you charge the Government anything along the avenues where there is no Government property ?—A. Of course not.

We charged the private property one-third where there is private property, and where there is Government property we charged the Government with the remaining third.

By Mr. WILSON :

Q. Suppose there was a Government reservation inside of an avenue and private property over here, (indicating on the diagram.)—A. Then the Government is charged with one-sixth and the private property with one-sixth.

Q. The Government would be charged with  $\frac{5}{6}$ ?—A. Certainly.

Q. What I want to get at is this, whether you did not charge the Government with  $\frac{2}{3}$  all the way through where there is private property on both sides.—A. Yes, sir.

Q. Where there is private property on both sides?—A. Always; we charge the Government  $\frac{2}{3}$ , and the balance, the  $\frac{1}{3}$ , is *pro rata* per front foot; whatever that rate was, is charged to the frontage of the Government again, which is perfectly correct; can you see anything else, Mr. Mattingly?

Mr. MATTINGLY. I don't comprehend it, I confess.

Mr. WILSON. I wish you would think about that, Mr. Oertly, and when you return to-morrow, I will repeat that question so that you may not be misunderstood. I will pass from that for the present.

Q. You have in your office, as I understand you, about completed, a map showing the size of the sewers and the length of the sewers?—A. Yes, sir; we have a map which I suppose will give all the information you desire in regard to it.

Mr. WILSON. I would be glad if you would bring the map in.

Q. Has your attention been called to the main sewers of the city—the large sewers? I mean such as Tiber Creek, Slash Run. Have you made up an estimate as to the cost of these sewers?

The WITNESS. The total of them?

Q. Yes. Did you make up the statement that was brought to the committee, showing the cost of the sewers thus far?—A. Amounting to \$1,600,000? I think I did.

Q. What did you make that up from?—A. Mostly from the vouchers we had, I think; nothing else.

Q. What else did you have besides the vouchers to make up that statement from?—A. Did it state expenditures? I suppose the statement is of the amount of sewerage done, because that included some certain sections, of course, for which no actual settlement, no final settlement, had been had yet.

Q. Well, have you made up a statement showing what would be the cost of completing this main sewerage system?—A. I think I gave a statement of the kind.

Q. Did you make up the statement in the report of the board of public works for 1873, showing the amount necessary to complete the main sewerage system?—A. I think it is signed by Mr. Cluss, but I think I prepared a statement.

Q. You prepared the statement yourself?—A. I think I did.

Q. Was it examined by Mr. Cluss?—A. Yes, sir.

Q. Turn to the report of 1873, page 31. Did you make up that statement showing that \$1,056,565.67 would be necessary to complete the main sewers?—A. Yes, sir; at that day and that way, about the amount estimated at that time.

Q. Then, did you make up the statement showing the aggregated cost of all the main sewers? Turn to page 33.



The WITNESS. (after referring to page 33 of the report, as requested.) No, sir.

Q. Turn back to page 2, and you will find the charge there for main sewers of \$2,540,681.83. Did you give the figures upon which that charge was made?—A. No, sir.

Q. Are you able to state to the committee now what the whole cost of the main sewerage would be in this city when completed?—A. No, sir. I cannot give it to you. If you will allow some days' time, I can do so, but I haven't it now.

Q. I referred to the main sewerage—not these laterals, these private sewers—not the ordinary street sewers. It will be, according to these figures, about \$2,600,000 or \$2,700,000, the whole cost. Is that correct?—A. Yes, sir. It will be over \$2,000,000.

Mr. WILSON. I should like to have your figures to-morrow as to what these main sewers when completed will cost, and your figures as to what they have already cost.

Q. In making up these statements, do you embrace the prospective sewer down along the river?

The WITNESS. For the completion?

Mr. WILSON. Yes, sir.

The WITNESS. I did, in one case.

Q. What is the length of that sewer?—A. I could not tell you from memory; but it is not included in that statement. I think I included it in that statement which was prepared for drainage-sections.

Q. When you make up your statement to-morrow, I want the cost of the main sewerage that is now either constructed, or in process of construction, and which enters into this table to which I have directed your attention, pages 31 and 33.—A. 33 is not my table, but 31 is.

Q. Where did the earth come from that made the fillings on Fifteenth and Seventeenth streets?—A. That is more than I can say. It came from cellars, some of it. Fifteenth street had been in a general lump for quite a long time, and Seventeenth street—the bulk of that filling had been got from various other streets, and a portion also from cellars.

Q. Who got paid for the grading on Fifteenth and Seventeenth streets?—A. The grading on Fifteenth street was paid to L. M. Hoffman. (I think he had the contract,) and on Seventeenth street there were several contractors who got paid for it. I could not exactly state now.

Q. That having been a general sort of dumping-ground for the city, how did you manage to estimate the quantities?—A. Just because it had been such a general dump, and had been so very irregular, we were in that instance pretty careful to put the cross-sections close together.

Q. Did you have cross-sections and profile?—A. Yes, sir; in both cases. But, as I say, on Fifteenth street, which had been a very irregular surface, we put the cross-sections quite close together.

Q. That is a fill all the way across there?—A. Yes, sir; on both streets—a heavy fill.

Q. Who took the cross-sections there?—A. The cross-sections on Fifteenth street I think were taken by Mr. Partridge, who was then assistant engineer, and those on Seventeenth street, I think Mr. McIntyre took them. He had the profile made.

Q. After the contract was let for grading and paving Fifteenth and Seventeenth streets, where was the earth taken from on which the grading was done?—A. That, indeed, I could not say. As far as I was concerned, I examined the quantity filled. I did not sign any voucher. I did not have anything more to do with it. I think Mr. Barney examined

where the earth came from. It came from various cellars and places, and what final disposition was made of it I cannot say just now.

Q. Who can tell us about that?—A. About Fifteenth street I think Mr. Barney can give full explanation. I can give you a pretty full explanation about the amount of it, but not about the final disposition of the voucher.

Q. Tell us about the amount.—A. The amount I found to be—I have forgotten what it was—fifteen or seventeen thousand yards. I went over it carefully, because in two of the cross-sections there had been some slight mistakes made, and I corrected them.

Q. The earth, then, that had been dumped in there, prior to letting the contract by the board of public works, was not embraced?—A. Not at all; not a yard of it.

By the CHAIRMAN:

Q. I understand you that nothing was paid by the board of public works for filling the canal; that the amount of dirt put in there was charged for as excavation on the streets and for haul. Do I understand you correctly?—A. Well, I could not say exactly. The auditor charged it, but in our measurements of course we ascertained the excavation on the street; then measured the length of the haul; but I could not say how the auditor charged it.

Q. The contractor had contracts for grading the street; for example, Twelfth street?—A. Yes, sir; and that dirt was hauled to the canal and thrown in.

Q. Of course you paid for the grading?—A. We paid for the grading and the hauling.

Q. Now, then, did you pay also for filling the canal?—A. No, sir.

Q. In no instance?—A. No, sir.

Q. But simply the grading and the hauling?—A. That is all.

By Mr. WILSON:

Q. But you charged the filling of the canal up to the Government?—A. Certainly we did.

Q. Then you made the property-holders on this street pay for the grading and the haul?—A. That possibly may have occurred.

Q. That did, didn't it. They paid for grading and the haul, and then the board got the money back from the Government?—A. I suppose that may have occurred.

Q. Did you give the property-holders the benefit of that little operation, or how did they get the benefit of it?—A. I suppose the District got it finally, and the property-holders, too.

Q. These particular property-holders?—A. They may not have got it. That may be the case.

Q. Is not that the case?—A. It certainly is very plausible.

The CHAIRMAN. I find here in Mr. Magruder's report, page 162, an account of Albert Gleason for filling of the Washington Canal. What canal is that?

Mr. MAGRUDER. There are a number of such charges. We paid for filling the canal.

The WITNESS. It may be that the haul only was charged in that filling.

Mr. WILSON. It charged 40 cents.

The WITNESS. That would not be haul—of course not.

Mr. WILSON. Do you know where the earth hauled from about the Patent-Office and Post-Office last summer was taken?—A. It all went to the canal to my knowledge.

Q. You charged the Government with the work around the Patent-Office and the Post-Office, did you not?—A. A portion of it.

Q. Between the Patent-Office and the Post-Office it is all charged to the Government, is it not?—A. Yes, sir.

Q. And five-sixths wherever there is private property opposite?—A. Yes, sir.

Q. That was all hauled down to the canal?—A. I think it was all hauled to the canal.

Q. Then, if the Government paid for that excavation and haul around the Patent-Office and the Post-Office, and the earth was put into the canal, the Government should not be charged with that earth in the canal?—A. No, sir; it never was.

Q. Are you pretty sure of that?—A. Certainly I am; because you will find that the last payment for filling the canal was prior to the work around the Patent-Office and Post-Office.

Q. Fifteenth street runs entirely through Government property down to B street north?

WITNESS. To Pennsylvania avenue?

A. Yes.

WITNESS. No, the north side is private property.

Q. All the way down?—A. I think so.

Q. How is it about B street north? Is not there a large part of that that is through Government property all the way?—A. Yes, sir.

The CHAIRMAN. Mr. Magruder, I wish you to make a statement of the amount you have paid for the canal.

By Mr. JEWETT:

Q. In regard to B street, where it runs through Government property, you excavated largely?—A. No, sir; that is all filling.

Q. Where did that earth come from?—A. That is more than I can tell. I could not designate the street where it came from. I mean a number of streets, and I suppose a portion came from there.

Q. You do not know whether that came from the Post-Office building or not?—A. No, sir; I think not, because the improvement had been mostly done when the Post-Office improvement was made.

By Mr. JEWETT:

Q. I do not exactly understand this statement of yours. The first column of that—the page is a reference to the governor's report.—A. Yes, sir; to the measurements.

Q. The first column has a reference to the pages of the governor's answer?—A. Yes, sir.

Q. The next—the written matter?—A. That is a description of the work done. Then comes the amount charged to the Government.

Q. Then on this other side are the vouchers—are the amounts paid on vouchers on the same side. Now, take the first charge there—how many feet of sewer is it?—A. The first street northwest from Pennsylvania avenue to B street northwest, 750 feet.

Q. How did you ascertain that?—A. That was put in the Government voucher by Colonel Samo and me. We did not get enough.

Q. How did you ascertain it?—A. We measured it at the time.

Q. How came you to make an error in the measurement?—A. That is more than I can say—it was an error.

Q. When did you discover the error, now?—A. By going over the voucher.

Q. Then you made a measurement of distances, and that stood until you came to look at the vouchers—that is the case, is it?—A. Yes, sir.



Q. Now, how do you know that the voucher is correct?—A. O, I know that the voucher is correct.

Q. How do you know it is correct?—A. I am pretty sure of that.

Q. Did you re-measure and test the voucher?—A. No, sir.

Q. How did you test it?—A. If you desire, I will test the voucher.

Q. Not at all.—A. I have got the utmost confidence in my vouchers.

Q. You are an engineer; you make measurements of the work done, and you find 700 feet is the length of the particular work. Do you settle when you give to the workmen a voucher? Do you look to your measurements?—A. Certainly.

Q. When you come to settle with that contractor, are you governed by your measurements or by his statement?—A. No, sir; by our measurement.

Q. How did you find there was an error, if you have not measured it since?—A. I do not exactly understand you. This other—

Q. You say, when you made the measurements you found there was so many feet of sewerage put in there; you make that statement. Now you say that that was wrong. Am I correct?—A. Yes, sir.

Q. The only reason you have to believe it is wrong is that the voucher shows that there has been a payment made to the contractor beyond that to which he would be entitled if your measure was right. Is not that the case?—A. Yes, sir.

Q. You take it for granted, then, that the voucher is right and that your measurement is wrong?—A. Yes, sir; I took it for granted because the measurement was a hurried one.

Q. As an engineer, do not you think that is a very violent conclusion to come to?—A. No, sir; I do not.

Q. Are you in the habit of settling with contractors to make up an estimate of the amount that is due, without regard to your measurement?—A. No, sir; I am not in that habit.

Q. How came that voucher to be given?—A. I will say, if you please to listen to me, this was a hurried measurement—the Government measurement, and it was always subject to re-measurement. It is no voucher measurement at all.

Q. I asked you the question if you had re-measured, and you said no.—A. I say it was a hurried measurement, made for Government measurement, no voucher measurement.

Q. Still you remeasured?—A. The voucher is certainly a remeasurement, and the correct one. If you desire it, I will remeasure it, of course.

Mr. JEWETT. Not at all.

By Mr. STANTON:

Q. Mr. Oertly, are not these vouchers issued upon remeasurements?—

A. They really have no reference whatever to the Government measurements.

By Mr. JEWETT:

Q. Then you presented that paper as showing to this committee the work done?—A. Yes, sir.

Q. The number of feet of sewerage put in?—A. Yes, sir.

Q. And the corresponding column on the other side and the amount paid on account of that sewerage?—A. Yes, sir.

Q. Now, if that measurement was wrong, why did you put it there?—A. That is the very reason I wanted to bring it in. I want to vindicate my average price I assumed, and which I certainly think was right. My average price which I assumed—

Q. Do you take it that you vindicate your average price by presenting a measurement which is not correct?—A. I did not do so. I say that the amount which was paid on this average assumption, comes within a reasonable sum of the amount actually paid.

Q. You are an engineer?—A. Yes, sir.

Q. One great power of that is to demonstrate facts and conclusions, not to deal in averages?—A. There are a very few engineers who really demonstrate well.

Q. What was the diameter of the pipe put in that sewer?—A. As you say, just take that other paper.

Q. What was the size of that pipe?—A. This, I think, was a 12-inch pipe in the one case.

Q. I did not ask what you think—come, what was the size of it?—A. I could not say; I will have to go back to the voucher. I will give you the sizes of all of these if you desire, and then you can make out a statement.

Q. Does it appear on the paper?—A. No, sir; nor on this paper in this case.

Q. Can you tell me how much of this sewerage included within that statement was 24-inch?—A. I could not this moment. I shall be able to give it to you.

Q. Do your accounts anywhere show the various sizes?—A. Yes, sir; they always do.

Q. Now, in making your estimate of your average, did you place before you at the time the number of feet of these various sizes used?—A. No, sir; if I had had them I never would have used an average.

Q. What is the difference between the cost of laying a 12-inch pipe and one laying a 24-inch pipe, inclusive of the pipe?—A. I think between 12 inch and 24-inch pipe must be about three dollars difference. The price of the pipe increases very rapidly in size.

Q. In securing the pipe for the use of this city, did you buy by the ton or linear foot?—A. I had nothing to do with that.

Q. Do you know how the purchases were made?—A. Well, that was none of my business. We had a schedule of the board stating prices of this pipe per linear foot.

Q. Do you not know, as an engineer, that in large contracts, large amounts of pipe can be bought much more economically by the ton than by the foot?—A. I have nothing at all to do with that. That was not in my branch.

Q. How could you make an average unless you knew the various sizes of pipe used in the city?—A. Well, so I did. I stated it here. I give it in this statement here.

Q. You do not give the size?—A. Yes, sir, I do.

Q. You give the sizes, but you don't say a thousand feet of 24-inch or one hundred?—A. As I just mentioned a while ago, if I had known these correct lengths, I would never have made the average; I would have given the lengths exactly.

Q. Is it a safe way to do business?—A. Perfectly safe to my knowledge. Of course if you have—

Q. Then, if there is three dollars difference in the price, suppose there had been a thousand or fifty thousand feet of pipe laid; if there was but one thousand of the 24-inch pipe, the balance was all a 12-inch pipe, your average would be very low, would it not?—A. I never would have made it.

Q. Why not: on account of its error?—A. But my impression borne

out is pretty nearly correct; was that the 18-inch pipe would be a fair average between the 12-inch and the 4-foot brick sewer.

Q. How much more of 12-inch pipe was there laid than 24?—A. I could not give the correct statement to you now.

Q. Don't you know that there was more than double 12-inch pipe than 24-inch?—A. More than ten times.

Q. Then, if there was 10 feet of 12-inch pipe laid to one of 24, upon what principle would you make 18 an average?—A. You multiply 10 feet by 12-inch and one foot by the 24-inch pipe, and divide by 13.

Q. Would that bring out 18?—A. No; that certainly would bring out the average price, if those given lengths had been used at the stated price.

Q. That you make the average what?—A. It would make the average price of the pipe representing the value of those two kinds.

Q. Would that make it equal to the 18-inch pipe?—A. No, sir; it would not.

Q. Now you say that was the proportion of the two pipes about?—A. We didn't use much of the 24-inch pipe, but we used mostly the 12-inch pipe.

Q. What proportion of 18-inch pipe did you use?—A. That is pretty hard to say, for me, just now. It is a pretty large proportion; a still larger proportion of 15-inch pipe, and then quite a large proportion.

Q. Was not the proportion of 24-inch pipe very slight indeed?—A. We tried to avoid the use of it altogether.

Q. Eighteen-inch pipe was about the best you did use?—A. Eighteen-inch and 20-inch.

Q. Was it not principally 18-inch?—A. For the largest size, I suppose mostly 18-inch.

Q. You spoke of 4-foot brick sewer. Is that included in this average?—A. Yes, sir.

Q. What portion of the sewer was 3 feet?—A. There is quite a number.

By Mr. WILSON:

Q. Where is this 4-foot brick sewer you speak of?—A. There is one across New Jersey avenue and one on Pennsylvania avenue.

Q. Whereabouts is that on Pennsylvania avenue?—A. From Twelfth street to Tenth street east.

Q. When was that put in?—A. In the fall of 1872 mostly.

Q. Where is that on New Jersey avenue?—A. D street south.

Q. How much was there of it?—A. A portion there and a portion in Providence Hospital square, and it crosses New Jersey avenue. I think it is only 172 feet.

Q. When was that put in?—A. That was put in prior to the other, in the early portion of 1872.

Q. Prior to the Boone?—A. No, sir; I say in the early part of 1872.

Q. Was there any more than these two pieces you have spoken of?

The WITNESS. Four-foot sewer?

Mr. WILSON. Yes.

A. Yes, there is one on L street.

Q. How much is there of that?—A. I think that is in the neighborhood of 170 feet.

Q. Whereabouts on L street is that?—A. On Connecticut avenue.

Q. When was that put in?—A. About the same time.

Q. Any other place?—A. Not to my remembrance just now.



Q. Of the 4-foot sewer or 3-foot 6-inch sewer?—A. You had better let me get the correct length from my table.

Q. Very well.

By Mr. JEWETT:

Q. What is the difference between the cost of the 4-foot brick sewer and the 24 inch iron—

The WITNESS. Twenty-four-inch terra cotta?

Mr. JEWETT. Yes: such as you used.

A. I suppose the difference to be from three to four dollars.

Q. In favor of which?—A. The brick sewer would actually cost that much more.

Q. And the 4-foot sewer would cost three or four dollars more than 24-inch pipe?—A. Yes, sir.

Q. What would be the difference between the sewer 3 feet 6 inches brick and 18-inch pipe?—A. You had better allow me to make a correct statement of that. I do not carry all these figures in my head, but I can give it to you.

Q. Then your average includes the brick and iron sewers too?—A. Yes, sir; brick and terra-cotta sewers.

Q. Can you give the exact length of each of the various kinds of sewers?—A. If you will allow me to, I will do so.

By Mr. MERRICK:

Q. Did I understand you to say you made up all the prices for this work that was charged against the Government in this account that was rendered against the Government?—A. I think you will find most of the prices board-prices.

Q. What prices were rendered, were they rendered by you?—A. Yes, sir: General Babcock referred to me, and I gave him as well as I knew, and in this case of the 470, that is exclusively mine.

Q. Did you give him the prices also for paving on the streets?—A. Yes, sir.

Q. From what did you take that?—A. Do you mean the patent pavements? I procured a schedule of prices from the auditor's office, and I gave those according to that schedule. You will find that there are two mistakes made, one on Third street and one on F street.

Q. Are those the only mistakes?—A. To my knowledge, I think.

Q. I would ask you how it comes, then, that on page 398 of the governor's Answer, in the charge against the Government for a wood pavement on Pennsylvania avenue, at reservation 21 and 20 and Nineteenth and Eighteenth streets, to charge the Government in each case \$3.70 per square yard for the pavement?—A. I will explain fully. The first measurement, I think, \$199,000, July or August, 1872. These first measurements were not made by Colonel Samo, but by a gentleman by the name of Aldrich.

Mr. MATTINGLY. That has been explained already.

Governor SHEPHERD. Explain again how it was.

A. Mr. Aldrich, he rather measured without our assistance: and he got up the bill of improvements; that is the way it occurred. He made sundry other mistakes.

Mr. STANTON. Was that correct?

A. Yes, sir.

Q. Who made that bill?—A. Mr. Aldrich himself.

Q. You did not make up that bill? I understood from the testimony heretofore given by Mr. Forsyth that you, Mr. Samo, and Mr. Forsyth

made all of the measurements of the Government work.—A. Except this first one.

Q. Of Pennsylvania avenue?—A. And I think some portions of New York avenue, and a few more.

Q. You then did not put down this scale of prices and these measurements?—A. No, sir.

Q. This is the measurement reported by General Babcock and on which the payments were made?—A. You will find the prices—almost all of them were made.

Q. When were they corrected and how?—A. You will find the corrections on page, I think, 414. You will find in the credit given—

Q. Much credit?—A. The credit to the District; you will find the corrected prices \$3.50. [The witness points out the corrections to Mr. Merriek.]

Q. And that is the case with all these three reservations?—A. Yes, sir.

Mr. STANTON. You were asked what was the test of correctness of this column, showing the actual cost from the vouchers; was not each one of these vouchers made up from measurements made by the engineers?—A. Yes, sir; very careful measurement.

Mr. WILSON. I would suggest to you, Mr. Stanton, that as most of the committee have left, under the impression that the committee was about to adjourn, that you had better defer your examination with reference to that until to-morrow.

Mr. STANTON. Very well, sir.

The committee thereupon adjourned until to-morrow morning at 10 o'clock.

APRIL 29, 1874.

WILLIAM F. MATTINGLY sworn and examined.

By the CHAIRMAN:

Question. We have been taking some testimony relating to the whereabouts of A. B. Kirtland. Have you any knowledge upon that subject? and, if so, I wish you would state to the committee all you know about him.—Answer. I have not any knowledge of his whereabouts. I saw Mr. Kirtland while he was here, and I can relate to the committee all that took place, and the circumstances.

Q. State when you saw him.—A. As a prelude to that, I desire to state to the committee this: that after we understood that the committee had failed to find Mr. Kirtland in New York, we made every effort to obtain his attendance ourselves, and sent a man on to New York after him. The report we received from him was that Mr. Kirtland was not in the city. He returned. Shortly after that, Mr. Storrs informed me that Kirtland was in town. I had several interviews with Mr. Storrs at the Ebbitt House in the rotunda, publicly, and I intended that they should be so; he insisting all the time that the man was here. I felt exceedingly doubtful upon the subject, and expressed my doubts to him. Mr. Storrs finally sent for me one day, or one evening, and told me very positively again that Mr. Kirtland was here. I asked him how he knew it. He said that he had been assured so most positively. I asked him if he had seen him, and he said no, he had not, but he had an appointment to see him on that evening; that he was here

under the name of Binsmore, or Binmore—I think some such name as that. I told him I was very anxious to find out whether Mr. Kirtland was here or not; that we wanted his testimony. He told me the hour he had for an interview. I was informed that Mr. Storrs had gone to the house of Mr. Wilcox. I did not know whose house it was at that time, and I did not know Mr. Wilcox's name. I never saw him to know him. I did not ascertain that evening who lived in the house. I afterwards got the number of the house and the location. It was on Sixteenth street between I and K, or K and L—a brick house. I saw Mr. Storrs afterwards and he told me that he had had an interview with Mr. Binsmore. I endeavored on that occasion and on several other occasions afterwards to get from Mr. Storrs a statement as to what Mr. Binsmore had told him. He was very mysterious about the matter, and I never could get anything out of him at all. That still rendered it doubtful in my mind as to whether Kirtland himself was here or not. This continued for several days. Mr. Storrs would send for me almost daily. I would see him. He insisted all the time that the man was here, and that he had seen him, and I by my manner more than in words signified my strong doubts. Finally one morning last week—I do not remember the precise day, but it was the day that the committee had adjourned over—

The CHAIRMAN. Thursday.

The WITNESS. I do not know whether it was Wednesday or Thursday.

Mr. HUBBELL. Thursday we adjourned over, and concluded to go Friday.

The WITNESS. Well, then, it must have been Thursday. It was the day the committee adjourned over. Word was sent to me professionally, in confidence, that I could have an interview with Mr. Binsmore at the Ebbitt House. I immediately went up there. I was told the number of his room and went into his room. To be certain that no job was endeavoring to be put up on me I had made inquiries as to Mr. Kirtland's personal appearance, so that if I saw him I could recognize him. I went into the room. He was alone.

By the CHAIRMAN:

Q. What was the number of the room?—A. I think it was number 19. He was there under the name of Hogle. I went in and spoke to him. His appearance corresponded with the description I had had of him, and I had no doubt that he was Mr. Kirtland. I told him that we had been endeavoring to secure his attendance, and were exceedingly anxious that he should testify before this committee, and I would be glad if he would make me a detailed statement of the entire transaction. He was apparently in an extreme state of nervous excitement; he had a big scare upon him, and appeared very much indisposed to talk; he said he had come on here; that he had not decided in his own mind whether he would testify or not, and that was the reason he had remained here during this time under an assumed name, and had kept out of sight; that if he did testify he did not want to come before the committee until everybody else had appeared. I then repeated my request to him, that I would like to know from him his relation of all of the circumstances of the case. He seemed very reluctant to talk about it indeed, which rather surprised me, because he had, as I understood, sought the interview. He said that if he came before the committee he did not want to be dragged there by the Sergeant-at-Arms, or an officer, but wanted to come voluntarily. The impression produced upon my mind was that he, not knowing me, was fearful that I might probably disclose



his presence here and have him brought up, and, in order to get from him what he would state, I told him that he might rest assured that I, under the circumstances under which the interview was had, would not avail myself of the opportunity that I had had to disclose his presence; and that is the reason why I did not. We had a conversation then for some time, and all that I succeeded in getting out of him was upon a sort of cross-examination and pretty severe pumping. I asked him as to his first connection with the matter with Mr. Chittenden. He said he was boarding at the Arlington; at the same hotel with Mr. Chittenden. He had understood that Mr. Chittenden's object here was to obtain a contract from the board of public works; he made his acquaintance at the hotel-table; that he entered into conversation with Chittenden, and Mr. Chittenden finally invited him up to his room; that he and Mr. Chittenden then had a conversation in relation to the probability of obtaining a contract, and that Mr. Chittenden informed him that he was here representing De Golyer & McClelland, and was endeavoring to get a large contract from the board of public works to lay the De Golyer pavement here; that they had talked over the merits of the pavement, and Mr. Chittenden showed him all the papers and documents he had relative to the value of this pavement as a wooden pavement; that he told Mr. Chittenden that he thought he could secure him a contract. I then asked him if he had read over Mr. Chittenden's testimony. He said he had. I asked him whether that was correct or not. He said it was substantially correct; that Mr. Chittenden was mistaken in saying that he had told him that he could exercise a very large influence. I then asked him what influence he told Mr. Chittenden he could exercise. He said at first that he did not tell him that he could exercise any influence. My remark to him then was that it struck me as very peculiar, as it would anybody, that Mr. Chittenden would have made a contract with him, agreeing to pay him this large sum of money for securing a contract, he being a comparative stranger to Mr. Chittenden, unless he had made some representations to Mr. Chittenden as to the influence he could control. He appeared to talk about that very reluctantly, and finally said that the influence he had in his mind at that time was the influence of Mr. Page; that he had had a conversation with Mr. Page, when Mr. Page had told him that he had influence here, and he thought he could secure a contract if opportunity occurred. I then asked him whether he represented to Mr. Chittenden what Mr. Page had told him. He said he had. I then asked him what was done. He said an interview was had with Mr. Page; a contract was entered into between Chittenden and Page, in which there was some limitation as to the time within which the contract was to be obtained; that time passed on; they were pressing Mr. Page, Page representing that he was making every effort that he could; and that finally he (Kirtland) became satisfied that Mr. Page could not accomplish anything, and Mr. Page was invited to Mr. Chittenden's room at the Arlington, and either they succeeded or Chittenden succeeded in getting the contract from him. I then asked him what subsequently took place. He stated that he recommended to Mr. Chittenden that the services of Mr. Parsons be secured, and subsequently of Mr. Garfield; that their services were obtained. I asked him if he knew of any interviews between Mr. Parsons and Mr. Garfield and the board of public works, or any member of the board; and he said he did not; he was not present at any interviews which they had. I asked him whether he had himself seen any member of the board of public works. He said he had not. I asked him whether he had ever had any interview with Governor Shepherd. I had

previously been informed by Mr. Shepherd that he did not know Mr. Kirtland, and, to his knowledge, had never seen him. He said the only interview he had had with Mr. Shepherd was after the award had been made, and De Golyer & McClelland refused to give the notes unless they had a contract in writing; they were not satisfied with the award, and that he met Mr. Shepherd one day, and told him that he was anxious—that De Golyer & McClelland were anxious—to have the contract under the award; that Mr. Shepherd told him it did not make any difference; that the award was just as good as the contract, and that that was all the conversation which took place between them. After this conversation with Mr. Shepherd, I asked him whether he had succeeded in getting the notes. He said he had, and that the whole \$72,000 of notes was turned over to him. I then asked him what disposition he had made of these notes. He did not seem very much disposed to tell about that. I told him he would have to tell; that he would probably be called upon to testify, and the committee would want to know what disposition was made of those notes, and, doubtless, indeed, of the whole matter. I was anxious to have him tell. He said he had used those notes for his private purposes. I asked him whether any member of the District government had in any way received those notes, or any portion of them. He said they had not. I then told him that it was already in testimony before the committee, as I supposed he knew, that he had negotiated these notes in Chicago with Mr. Holmes, and I endeavored to get from him the amount of money that he had received from Mr. Holmes for the notes, but failed in doing so, except partially. He said he had two negotiations with Mr. Holmes. He negotiated with him, in the first place, two notes, I think of \$10,000 each, or a note of \$20,000, but I forget which; the amount was \$20,000, I think; that for those notes he received \$12,000 in cash. I then questioned him very closely as to the amount he had received for the residue of the notes, and got from him this; that he had made a trade with Mr. Holmes for the balance of the notes, in which he received some Chicago real estate, a team of Mr. Holmes—team included horses, carriage, and harness—and some amount in money. I could not get from him a statement of what that amount was. I asked him whether this property that he got from Mr. Holmes was mortgaged. He said it was. I asked him if he knew it was mortgaged when he took it. He said he did. I asked him to whom it had been conveyed. He said the title was in his wife. I asked him whether the property was mortgaged to its full value or not. He said at that time he thought he could make something out of it, but the crisis came on; that \$1,200 interest had now accrued on the mortgages which he had not paid, and he was doubtful whether he would realize anything on the property or not. I asked him whether Mr. Crittenden had received or whether he had promised to give him any of these notes or any portion of them. He assured me most positively that he had not. I told him that it was evident to my mind that the impression produced on the mind of the committee by Mr. Crittenden's testimony was that he and Mr. Crittenden had divided these notes. He said it was not so; that Mr. Crittenden had not received any portion of the cash nor of the notes, and that he had not promised to pay him any portion. I then asked him what disposition he had made of the cash. He did not seem disposed to talk about that matter. It seemed to be a tender point with him. I pressed it upon him in every conceivable way. I asked him whether any member of the board of public works, to his knowledge, had received any portion of it. He said they had not; that no person connected

with the board and no person in this city had received any portion of it. I told him I did not see any objection to his stating to me who had received it. He said he could not tell me; that he had used it for his private purposes. I asked him whether he had expended it for his private purposes, or whether he had given it to any parties to whom he had previously promised any of it. He said a portion of it he had given to parties to whom he had made previous promises. I asked him who they were. He would not tell. He repeated that it was no person in this city. I pressed him upon that point, and the only name I succeeded in getting out of him was the name of this man Brown, who has been referred to, this William Colvin Brown. He said he had given him a portion of it. I asked him how he came to give Mr. Brown any portion of the money. He said he had made a previous promise that, if he succeeded in getting these notes, and realized on them, he would pay him a certain amount of money. I pressed him to ascertain from him why that was done. All that I got out of him was that he had promised Mr. Brown that money; and I inferred from the general tenor of his conversation that it was not for Brown's own private use, but was for some one else, through Mr. Brown. I tried to get out from him who it was for, but I could not succeed in doing so. I told him in the commencement of the interview that he had placed me in a very embarrassing position; that we had been endeavoring to secure his attendance; that he had information of our endeavoring to get him in New York; that I was very anxious to have him testify, and saw no objection to his testifying. He was undetermined as to whether he would testify or not. He said he would consider the matter, and if he concluded to testify he would come voluntarily before the committee and would do so.

This is in substance the details of the conversation, so far as I remember.

By the CHAIRMAN:

Q. Did he not ask you to communicate with any one here as to his presence; to send anybody to him?—A. He told me this; I had been informed by Mr. Moore of his connection with Mr. Kirtland, and I was anxious to know whether he would say that Mr. Moore had received any portion of this money. I asked him and put questions to him with that view. He told me that he (Moore) had not; that he had declined accepting any of it; that he had promised to give him a portion of either the notes or the proceeds of the notes, I forget which; that he had offered it to him, and that he had declined to accept it. I asked him what object he had in going to Mr. Moore, and he seemed very reluctant to talk about Mr. Moore. I finally put the question to him whether it was owing to his knowledge of the relation that existed between Mr. Moore and Mr. Shepherd, he knowing that Moore was a member of the firm of Shepherd & Co., and I inferred more from his manner than from what he said that that was the reason why he had gone to Mr. Moore; that he had known Mr. Moore intimately before that; made his acquaintance here some years ago, I believe. He told me that he had been obliged to keep very close here; that he did not want his presence known, and he would be very glad to see Mr. Moore, and would be glad if I would send him to him. I saw Mr. Moore, gave him the number of the room, and told him to go and see him.

Q. When was this; do you remember the day?—A. It was on the same day.

Q. It was before we took our ride around through the city?—A. Yes, sir.



Q. Did he say to you whether or not he had relied upon Mr. Moore to help him about the contract ?—A. I inferred from what he said that his reason for going to Mr. Moore was to secure Mr. Moore's influence with Mr. Shepherd, if possible.

Q. And that he had been in communication with Mr. Moore before the contract was awarded ?—A. O, he had known Mr. Moore intimately for some years.

Q. Did he say anything about having used Mr. Moore in any way before the contract was awarded ?—A. He said that he had frequent interviews with Mr. Moore, and that his hopes were that Mr. Moore would speak to Mr. Shepherd about it.

Q. He did not say that he had any understanding with Mr. Moore as to a division of the money ?—A. Yes, sir ; I asked him whether he had promised to give Mr. Moore any portion of these notes or the proceeds of them, and he said he had.

Q. But did not in fact do so ?—A. No, sir ; he said he offered them to Mr. Moore, and he declined to take them.

Q. Did he tell you the portion ?—A. I had then ascertained from Mr. Moore his connection with Mr. Kirtland, which I was very much surprised to learn. He had concealed it from Mr. Shepherd ; that is, he had not informed Mr. Shepherd anything of it.

Q. When did Mr. Moore first tell you about this matter ?—A. Only within a few days previous to that.

By Mr. STEWART :

Q. How did that come up ?—A. It came up in this way. I had already explained to the committee before you came in, Mr. Stewart, that this man was here under an assumed name, and I was in considerable doubt whether he was here or not, and that I was making inquiries to ascertain the description of the man, so that I would know him if I saw him. Having ascertained that he had been to Mr. Shepherd's store on the avenue frequently to see Mr. Moore, and had conversations with Mr. Moore in the office, and that he knew him, I went to Mr. Moore to get a description of the man, and he gave me a pretty definite description. Mr. Moore, either at that time or afterward, told me all he knew about this thing.

By Mr. WILSON :

Q. How did you know that he had had frequent communications with Mr. Moore ?—A. Mr. Moore told me that he used to bother the life out of him, and that he had told Mr. Shepherd one day that he wished he would hurry up and decide that matter one way or the other ; that these men were occupying all his time.

By the CHAIRMAN :

Q. Have you any idea where Mr. Kirtland is now ?—A. None in the world. When I left Mr. Kirtland he was in doubt as to whether he would testify or not. I used all the persuasion I could to get him to testify.

By Mr. WILSON :

Q. And did you tell Governor Shepherd that you had seen Kirtland ?—A. I told him afterward ; yes, sir.

Q. How long afterward ?—A. The same evening, I think. I met him that evening. I told him what position I was in and the promise I had made in this matter. The interview was had in such a manner.

Q. Did you tell him what Kirtland had told you ?—A. Yes, sir ; he

was in hopes that Mr. Kirtland would conclude to testify ; and I told Billy Moore when Kirtland wanted to see him that he was anxious that he should testify.

Q. Did you see Mr. Moore last night ?—A. Yes, sir.

Q. What time ?—A. I do not know what time it was I saw him ; it was after his examination was through here.

Q. Where did you see him ?—A. At the club-house.

Q. Who else was there ?—A. There were quite a number of gentlemen there. The way it came about was simply this : When Mr. Shepherd and myself left the Capitol here, we walked down the avenue together, and on his way home Mr. Shepherd went over to his place of business, and Mr. Moore told us that he had been summoned to appear before the committee. Mr. Shepherd told him to go right up, and he said there was nobody in the store. Mr. Shepherd volunteered to stay there himself. He told him that he was not sufficiently familiar with the business. He would prefer to wait until Tom came in—that is Mr. Shepherd's brother—and would go up then. I told Mr. Moore that I would be at the club-house that evening and would be glad to have him come up after he got through. We had previously, before leaving here, agreed to meet, as we have throughout this investigation had frequent meetings at the club-house, it being more convenient for Mr. Stanton and myself, who both live in that neighborhood, in relation to the conduct of business before the investigation.

Q. Do you recollect anybody else who was present last night at your interview with Mr. Moore at the club-house ?—A. Mr. Harrington was there.

Q. Who else ?—A. There were plenty of gentlemen there ; but nobody else was present at that interview. The interview was aside.

By the CHAIRMAN :

Q. It was a private interview ?—A. Certainly, sir. I suppose there were fifteen or twenty gentlemen, probably, about the club-house.

Q. Did it not occur to you that you would be seriously compromised by this, unless Mr. Kirtland would come here ?—A. It did, sir ; and, as I told Mr. Kirtland, I was placed in a very embarrassing situation about the matter, and I was in hopes he would testify, and tried to persuade him to do so ; but I was offered the interview with him, and I thought it was proper and right that I should have it. I was not certain until I saw him that Kirtland was here.

By Mr. WILSON :

Q. After you had had these repeated assurances from Storrs that he was here, and before you saw him, you were under no obligation of secrecy to him or anybody else. What reason had you for withholding that from the committee, if you desired his presence and knew that the committee desired his presence here very much, and had been seeking for some time to get him here ?—A. For this simple reason, that in my frequent interviews with Mr. Storrs, there was an air of mystery about him that I could not comprehend. I could not get from him any statement at all as to what this man had told him ; and several things had occurred during this investigation which induced me to believe that some effort might be made to put up something on us, and I was under the impression that probably Mr. Storrs was being imposed upon. I wanted to know certainly myself whether the man was here or not.

Q. They could not put up anything on you by giving you information of that kind. They could not set up anything on you in that way ?—

A. I had heard—I think it was the next morning after Mr. Storrs told me that he was here—I had heard down here in the committee room that Mr. Kirtland was in town.

Q. You knew that the committee was very seriously desirous to get Mr. Kirtland here?—A. I did, and I did not suppose that my interview with Mr. Kirtland would have any tendency to keep him away.

Q. Of course not, sir; you said after you had seen him that you were under some obligation of secrecy, but before you saw him, after having these repeated assurances that he was in the city, I do not for my part see how you could have been compromised in any way by giving the committee that information?—A. I would not have felt justified, the information coming from Mr. Storrs to me as brother attorney, in making known any statement that he had made to me. My whole object in seeking the interview was in the first place to be assured that it was Mr. Kirtland, and in the second place to secure his attendance, and I was in hopes when I left Mr. Kirtland that he would testify.

Q. He did not consult you as his attorney?—A. He did not consult me as an attorney, but he spoke to me as one attorney would speak to another.

Q. I am speaking of Mr. Kirtland; Mr. Kirtland did not speak to you as his attorney?—A. Some suggestion was made about my being his attorney or his employing an attorney. I, of course, ignored that idea at once. I told him that I could not occupy any such position as that; that that was done with the view apparent to my mind of securing an additional pledge on my part that I should not make his presence known here; and if I had not made him that promise I do not suppose that he would have talked to me at all.

By the CHAIRMAN:

Q. Did you make him a promise prior to this examination that you would not disclose his presence or what he said to you?—A. O, yes; he was very reluctant to talk when I went into his room. I was surprised that he would not talk, and talk freely, as the interview had been sought by him.

By Mr. BASS:

Q. You say you wanted his presence here as a witness?—A. Yes, sir.

Q. Had you any subpoena for him, or did you cause him to be subpoenaed when you found that he was here?—A. As I said a little while ago, I was doubtful whether he was here; in fact I did not believe that he was.

Q. When you ascertained that he was did you subpoena him or cause him to be subpoenaed?—A. I did not ascertain that he was here until that very morning when I saw him.

Q. Did you cause him to be subpoenaed then?—A. Certainly not, sir. I should not have felt authorized to do so under the promise I had made to him.

Q. Was anything said in that interview by Mr. Kirtland with reference to the effort which this committee had made to find him, and as to where and when he had kept out of the way, and as to whether he had received the subpoena left at his house?—A. He said that he had received a telegram; I think it was from the committee. One reason that he gave me as a reason why he did not desire to testify before the committee was this: He said he had written a letter, a foolish letter, to Mr. Wilcox, which Mr. Wilcox had produced to the committee, and that in that letter he had used expressions which he had no doubt he would be called upon to explain, and he could not explain them.



Q. Did he say anything with reference to having received a subpoena or copy?—A. No, sir; he said he had not. He said he had received a telegram, and that was the only notice he had had.

By the CHAIRMAN:

Q. Have you stated all your connection with this matter?—A. I think I have stated the whole of it, sir.

The committee here adjourned.

TUESDAY, May 5, 1874.

The committee met pursuant to adjournment.

The journal of the proceedings of yesterday was read and approved.

GEORGE R. CHITTENDEN recalled and examined.

By the CHAIRMAN:

Question. Do you know Colonel Moore, of this city?—Answer. I do; yes, sir.

Q. When did you first become acquainted with him?—A. Well, sir, that I cannot answer. I do not know when I became acquainted with him. It was somewhere in 1872, the fore part of 1872.

Q. Do you remember how you became acquainted with him?—A. I do not, sir.

Q. Did you ever see him at his store—his place of business?—A. Yes, sir; I have.

Q. Did you go there to see him?—A. Yes, sir.

Q. What about?—A. Well, I have been there in a friendly way, and also in regard to business.

Q. Were you there before this contract was awarded?—A. I have been at the store before the contract was awarded; yes, sir.

Q. For what purpose?—A. Well, I have been to the store to see Governor Shepherd.

Q. Were you there to see Colonel Moore?—A. I believe that I was there to see Colonel Moore, also.

Q. What did you want to see Colonel Moore in relation to? What was your object in seeing Colonel Moore at that time?—A. Well, it was in regard—it was more of a friendly—the calls were more friendly than anything else.

Q. You had no business with him?—A. I had no business in particular with him; no, sir.

Q. Did you ever go to the store with Colonel Kirtland?—A. I do not remember that I ever went to the store with Colonel Kirtland.

Q. Do you remember that you did not?—A. I do not remember positively that I did not.

Q. Did you know that Colonel Kirtland knew Colonel Moore?—A. I did know that Colonel Kirtland knew Colonel Moore; yes, sir.

Q. When did you first know that?—A. Well, I have been trying to determine the time in my own mind, but I cannot.

Q. Did you see Colonel Kirtland in August, 1872, in Chicago?

The WITNESS. In August, 1872?

Q. Yes, sir.—A. I thought it was later than that, but I am not sure. I was home after he came to Chicago; after the contract had been awarded.

Q. When he came there to have some notes discounted?—A. Yes, sir.

Q. Mr. Ira Holmes saw you at that time, and inquired—A. Not Ira Holmes: his brother, A. B. Holmes.

Q. He inquired of you about Colonel Kirtland?—A. Yes, sir.

Q. Do you know anything about the purchase of the Harewood estate; did you ever hear anything about the purchase of what is known as the Harewood estate of W. W. Corcoran?—A. I knew something of that transaction.

Q. Well, what did you know of it? State to the committee all you knew about it at the time.—A. I think that I went out in a carriage with Mr. William Colvin Brown and Colonel Kirtland one day to Harewood. We were riding out there, and I became impressed with the beauty of the property. Returned to the hotel, and stated to Mr. Brown that I would like to buy that property as a speculation. I think he stated, or Colonel Kirtland stated, that he knew Mr. Hyde, the agent of Mr. Corcoran. I asked Colonel Kirtland or Mr. Brown, I do not know which—I think it was Colonel Kirtland, however—to go and see Mr. Hyde and ascertain if that property was for sale, and how much it could be sold for. I think that one of the parties called upon Mr. Hyde, and Mr. Hyde stated—it was reported to me—that Mr. Corcoran—reported to me through Mr. Hyde—that Mr. Corcoran was out at the White Sulphur Springs, in Virginia, I think, and that he would write to Mr. Corcoran and ascertain. I left for Chicago in the mean time; expecting a report from those parties in regard to what the property would be sold for, and received that report at Chicago.

Q. When was this first interview of which you speak; this interview after returning from a view of the property?—A. The interview was directly on the arrival at the Arlington.

Q. This was on a Sunday, was it not?—A. I would not be sure that it was on a Sunday, sir.

Q. Did you and Colonel Kirtland and the Rev. Colvin Brown ride out there on a Sunday?—A. It may have been on a Sunday. I think it was the fore part of the week, or the latter part of the week, I do not know which; but I do not think it was on a Sunday: but it may have been.

Q. Where was it with reference to that award; was it after the award, or before?—A. It was after the award.

Q. But before you left for Chicago?—A. Yes, sir: I think it was the latter part of the week, not on Sunday. I think it was the latter part of the week, because I asked one of the parties to come and see Mr. Hyde.

Q. It must have been, then, about the first of July.—A. I think about the first of July.

Q. The award was made on the 25th of June?—A. The award was made on the 25th of June, and it was near the 1st of July.

Q. You left for Chicago a few days afterward?—A. Yes, sir.

Q. Was it before you left for Chicago?—A. Yes, sir.

Q. When did you receive this report of which you speak at Chicago?—A. I think I received the report a few days after I left home. I do not know exactly as to the time.

Q. From whom?—A. From Mr. Brown.

Q. What was the nature of that report?—A. The nature of the report was that Mr. Corcoran would sell the property, I think, for \$225,000. I think that was the price, \$225,000. The terms could be made satisfactory in regard to the payments, but that was a subject that would have to be negotiated, and that he would undertake to negotiate that.

Q. Did you make any answer to that?—A. I think I replied that I

wanted Mr. Brown to go ahead and negotiate the best terms that he possibly could.

Q. For whom?—A. For myself.

Q. You were purchasing the property yourself, then?—A. Yes, sir.

Q. Was Mr. Brown to have any interest in that property?—A. Not a word was said to Mr. Brown about having any interest in that property.

Q. He was negotiating for you, then?—A. Yes, sir. He was negotiating for me, by my request.

Q. Was Mr. Kirtland to have any interest in that property?—A. Not that I know of. There was no such remark made to Mr. Brown or Mr. Kirtland that either of them was to have an interest in the Harewood estate.

Q. You were to become the sole purchaser of that property?—A. The sole purchaser of that property; perhaps I might make some arrangement with them for services rendered in securing the property subsequently, but no agreement was made at that time.

Q. You were to pay them as your agents?—A. Yes, sir.

Q. When Colonel Kirtland came to Chicago, in August, about the 1st of August, did you have any conversation with him about the Harewood estate, there?—A. I did.

Q. What was that?—A. I think it was later than August—the forepart of August—that he was there, but I am not sure. I know that the terms—

Q. Whenever it was?—A. I know the terms had been determined by negotiations, through Mr. Brown, about the purchase of that property on time, a certain amount to be paid in cash; in sixty days another payment was to be made; and then, I think, five, ten, and fifteen years for the balance—along time—drawing interest at six or seven per cent. I will not be accurate in regard to figures, because it has passed from my mind, but those are the facts in reference to the negotiation.

Q. There was a cash payment, and then there was to be another payment in sixty days?—A. Yes, sir.

Q. Do you remember the amount of the cash payment?—A. I think the cash payment was to be \$10,000.

Q. All these details were explained to you by Colonel Kirtland when he was in Chicago?—A. No, sir; they were explained by letter by Mr. Brown.

Q. Have you got that letter?—A. No, sir; I have not.

Q. Did you and Colonel Kirtland talk this matter over in Chicago?—A. Yes, sir.

Q. When was this cash payment to be made?—A. That was to be made sixty days before the first of October. It was to be made at the time of signing the contract.

Q. Did you make that payment?—A. I did not. I authorized—I telegraphed to Mr. Brown to draw upon me for that amount.

Q. For the \$10,000?—A. Yes, sir; and that I would assume the subsequent payments; and Mr. Brown stated that the time had become very short, and that they were obliged to advance it themselves. I found out subsequently that the parties had bought the property themselves.

Q. Who do you mean by the parties?—A. Mr. Brown and Mr. Kirtland.

Q. Then they purchased the property without including you as a partner in the transaction?—A. They purchased the property without including me as a partner in the transaction. Mr. Brown subsequently came to Chicago. I did not know at the time that he came to Chicago



that he regarded himself and Colonel Kirtland as having any interest in this property. When Colonel Kirtland was in Chicago he did not say he was in interest, unless he had a collateral interest with Mr. Brown. The matter was not clearly defined as to their relations in this matter. I was all the time pursuing the matter upon the hypothesis that the property was mine—that I had purchased the property.

Q. That you were making the purchases yourself?—A. Yes, sir.

Q. When did the Rev. William Colvin Brown come to Chicago?—A. Mr. Colvin Brown came to Chicago some time between the 15th of September and 1st of October.

Q. Did he tell you then that he and Colonel Kirtland had purchased this property?—A. He had stated that they were obliged to advance this money. However, it would be all right, so far as I was concerned, if I would make the payment on the 1st October.

Q. What was the object of his visit to Chicago?—A. The object of his visit to Chicago was to arrange for this payment on the 1st of October.

Q. For the balance of the cash payment?—A. Yes, sir.

Q. Arrange with you?—A. Arrange with me. I stated to Mr. Brown at that time—I said to Mr. Brown, “I want you to have an interest in this matter with me for the services you have rendered. He drew a contract with me in which I was to give him one-quarter, and I was to have three-fourths of that property. I was to make all the payments—if we sold the property, I was to make all the payments. In making any sales my advances were to come out first.

Q. You say that the Rev. William Colvin Brown came between the 15th of September and the 1st of October?—A. Yes, sir.

Q. Did you arrange with him for the payments then?—A. I had negotiated some railroad bonds with a friend, and went to Philadelphia, and Mr. Brown went there to Philadelphia with me, hoping to sell those bonds; but I did not succeed in selling the bonds. Mr. Brown came on to Washington on the 1st of October. The payment was not made on time, and Mr. Brown left for Europe and I returned to Chicago with my bonds. Subsequently Colonel Kirtland came to Chicago and informed me that Brown and himself had made a contract together for this half interest in Harewood.

Q. Each to have half?—A. Yes, sir; Brown was to have one-half, and Kirtland's was one-half. Brown claimed to me at Chicago, however, that any arrangement that he had with Colonel Kirtland could be made satisfactory with him.

Q. This first arrangement, as I understand you, was made after a ride to Harewood—the same day after they returned?—A. Yes, sir.

Q. You then projected together the purchase of Harewood?—A. Yes, sir; as I have stated to you. I want to say here in passing, that Mr. Brown said to Colonel Kirtland that they had better go in together, after I had left for Chicago, or have some understanding with each other about this matter; that Colonel Kirtland supposed, as I subsequently learned, that Mr. Brown was acting by my authority on that basis. That was the explanation that was made.

By Mr. WILSON:

Q. What kind of railroad bonds did you have that you were trying to negotiate?—A. I think they were Burlington Southwestern.

Q. Any other bonds than these?—A. No, sir.

Q. Was that the new or the old road?—A. That was a new road. The Burlington and Southwestern bonds I supposed I could negotiate

in Philadelphia in time to make a payment for Harewood on the 1st of October.

Q. I understand you to say that in the inception of this Harewood purchase you were the principal and these parties were simply your agents?—A. That was the way it was started. That was the inception of the negotiation.

Q. And how long did that continue in that way?—A. Well, it continued in that, as I had supposed, up to the time Mr. Brown came to Chicago.

Q. Where was that?—A. That was between the 15th of September and the 1st of October.

Q. Are you quite sure that these parties had no interest with you in that, other than as your agents?—A. That is all. I might have said to Mr. Brown that, for any trouble or services that he might render in the matter, he might have an interest, or something of that kind—some compensation for his trouble; but I regarded myself as the principal. The conception of purchasing the property was with me.

Q. Of all that you are quite sure, I suppose?—A. Yes, sir.

Q. Are you acquainted with the handwriting of William Colvin Brown?—A. Yes, sir.

Q. Just look at one of these letters, and see if it is in his handwriting.—A. Yes, sir; that is his writing.

Q. His signature?—A. Yes, sir.

Q. I would like to have you state just as nearly as you can the date when this negotiation began with Mr. Hyde.—A. It was some time in the fore part of July, I think; the latter part or fore part of July. It must have been about the first of July, I think.

Q. I propose to read to you now some correspondence, by letter and telegraph, as the basis of a few questions that I desire to ask you.

WASHINGTON, D. C., *July 24, 1872.*

TO ANTHONY HYDE, Esq.:

I will be at your office to-morrow at 12 m., and close.

WM. COLVIN BROWN.

Q. Is that about the time?—A. The negotiation commenced about the 1st of July; I am very positive about that, and the time I think it ran was through three or four weeks. That is about the time that the matter was closed.

THE ARLINGTON, *Washington, D. C., July 27, 1872.*

ANTHONY HYDE, Esq.:

MY DEAR SIR: I am greatly obliged to you for your favor just now received. I will see you before 3 p. m. Meanwhile I remain, with great respect and sincere regard,

Your obedient servant,

W. COLVIN BROWN.

This one, you say, is in Mr. Brown's handwriting.

[The Western Union Telegraph Company.]

Dated NEW YORK, ———, 1872. (Received at ———, July 30.)

TO ANTHONY HYDE, Esq.:

I will see you to-morrow. All shall be perfectly satisfactory.

W. COLVIN BROWN.

10. Paid.

THE ARLINGTON, *Washington, D. C., August 2, 1872.*

MY DEAR SIR: I am hourly expecting a favorable report from my agent. I have

telegraphed him that he must bring his matters in order on Monday next, at the latest, to which date I must crave your indulgence.

Meanwhile permit me to say that if Messrs. Riggs & Co. have, through your favor to me, made inquiries and received satisfactory answers in reply to the \$10,000 note I left with you, (and I am utterly certain that full inquiry will bring answers in the highest degree satisfactory,) then you will oblige me if Messrs. Riggs & Co. will discount the \$10,000 note. The rate of discount I am perfectly willing to leave to them, as they are well known as fair and honorable gentlemen. And should there be something wanting in addition to the \$250 in your hands to make up the full \$10,000, it will be instantly ready.

I regret more than I can well express to you all the trouble I am making you, and will not fail to prove my appreciation of your favors so soon as this matter is closed, as I confidently trust it will be, at the latest, on next Monday.

I remain, with great respect, your obedient servant,

W. COLVIN BROWN.

ANTHONY HYDE, Esq.

Q. Do you know anything about the \$10,000 note that was—A. No, sir, I do not know anything about it.

THE ARLINGTON, Washington, D. C., August 6, 1872.

MY DEAR SIR: Yesterday, at 4½ p. m., I received the inclosed telegram. I do not know how early yesterday the Manufacturers' Bank of Chicago telegraphed to Messrs. Riggs & Co. If the business should be transacted through the National Bank of Commerce of New York City, as I suppose, then I judge that there was not sufficient time for it to have come in order, within banking hours, yesterday, and perhaps not before about 12 m. to-day.

With the highest respect, I am your obedient servant,

W. COLVIN BROWN

ANTHONY HYDE, Esquire.

P. S.—My agent has been mortified and worried almost beyond endurance in this matter, and for his sake I beg that you will kindly regard the inclosed telegram as strictly confidential.

W. C. B.

Please retain telegram until I see you.

The telegram is as follows :

[The Western Union Telegraph Company.]

Dated CHICAGO, ILL., August 5, 1872.

(Received at The Arlington, Washington, D. C., 4.22 p. m.)

To W. COLVIN BROWN, Bank, Arlington :

Manufacturers' Bank have placed money with Riggs & Co. to-day by telegraph. I leave for Washington to-night.

A. B. KIRTLAND.

17 paid.

Q. Do you know anything about that ?—A. I do not know anything about that.

Q. Were you in Chicago at that time ?—A. Yes, sir ; I was in Chicago at that time.

Q. And Kirtland was there at that time ?—A. Yes, sir ; Mr. Holmes called upon me about those notes, and Kirtland was there to discount some notes.

Q. At that time ?—A. Yes, sir.

THE ARLINGTON, Washington, D. C., August 7, 1872.

MY DEAR SIR: I have this moment received the inclosed telegram from Harrisburgh. Pa. It will explain itself. Colonel Kirtland left Chicago at 9 p. m. on Monday evening, and ought to have been here at 10 a. m. to-day, and would have been, I do not doubt, had not the train been behind time at Harrisburgh. The train leaving Harrisburgh at 10 a. m. will be due here at 6 p. m.

Yours, truly,

W. COLVIN BROWN.

ANTHONY HYDE, Esq.



P. S.—Please accept my thanks for your brief note of yesterday morning. I cannot understand why the money should be to the account of Kirtland's credit. Perhaps he will be able to explain.

W. C. B.

[The Western Union Telegraph Company.]

Dated HARRISBURGH, PA., *August 7, 1872.*  
(Received at The Arlington, Washington, D. C., 9.20 a. m.)

To W. COLVIN BROWN:

Train behind time; missed connection; take ten o'clock train.

9 paid.

A. B. KIRTLAND.

Q. You say you know nothing about that?—A. I know nothing about that at all. This is as much news to me as it can be to any member of the committee.

THE ARLINGTON, *Washington, D. C., August 7, 1872.*

MY DEAR SIR: Provided you have no objection to so doing, will you be so good as to let me know what amount Col. A. B. Kirtland has had placed to his credit by the Manufacturers' Bank, of Chicago, with the Messrs. Riggs & Co.? No answer will be necessary, except to mark the amount on a paper and hand inclosed to the bearer of this note.

Yours, truly,

W. COLVIN BROWN.

ANTHONY HYDE, Esq.

Q. That does not refresh your recollection?—A. No, sir; I know nothing about that.

[The Western Union Telegraph Company.]

Dated PHILADELPHIA, PA., *October 1, 1872.*  
(Received at The Arlington, Washington, D. C., 3.26 p. m.)

To W. COLVIN BROWN:

Were death to follow, could not realize on all securities to-day. They are abundantly good, but strange here. Time overcomes that, and will insure success. In Chicago could raise it in an hour. Have just telegraphed to Chicago, and believe can have the money in Washington from that point in a day or two. Would not Mr. Coreoran take sixty thousand cash securities for a few days until I can turn? They would be the very best investment for an art association. In eight months' time shall succeed, but am in a strange city and no time. Can you not arrange it for ten days? Will work to last moment.

GEO. R. CHITTENDEN.

109. Paid.

Q. Did you send such a telegram as that is, directed to Rev. Colvin Brown?—A. Yes, sir.

Q. Dated at Philadelphia?—A. Yes, sir; that is my telegram. I sent it from Philadelphia. I was negotiating these funds at that time.

[The Western Union Telegraph Company.]

Dated PHILADELPHIA, *October 2.*

To W. COLVIN BROWN, *The Arlington:*

I have no report to make here. I go to my room to pace it all night. All culminates in morning. Have telegraphed William Sturges twice; Eames, Walker and Hall, of C., B. & Q., and Colonel Moore, and so on. Asked Moore would his bank loan twenty thousand for fifteen days on my collaterals; no answer yet. Asked Eames for thirty thousand. Mean to see Sturges and urge permission to draw. Asked Sturges to give consent to draw through Union or Northwestern Bank. Grow very strong here each day, heaping up evidence every few hours. Hope to be strong enough to carry in morning; only question of time. Brown, this is hell.

GEO. R. CHITTENDEN.

113. Paid.

The WITNESS. That is my telegram, sir.

Q. How did you suppose that struck the pious Brown?—A. I do not know.

Q. That is your telegram?—A. Yes, sir.

The WITNESS. May I ask who that is addressed to?

———. To Mr. W. W. Corcoran.

THE ARLINGTON, Washington, D. C., October 3, 1872.

W. W. CORCORAN, Esquire:

SIR: I beg to hand you herewith two telegrams. That marked 1 you have already kindly looked up. It was received October 1, at 3.26 p. m. The other, marked 2, was received last night at midnight.

The delay in the case, which is annoying to you, and harassing to me beyond all expression, has been no fault of mine, except the fault of depending implicitly upon the promises (in writing, too, and duly signed) of two most estimable and responsible gentlemen—Mr. Sturges and Mr. Chittenden—both of whom are driven almost to distraction by this delay. It is my misfortune to be without business experience, otherwise, perhaps, I might not have been quite so confiding.

This delay caused me the extremest humiliation and the intensest mortification, and the overwhelming anxiety which I have suffered continuously for a whole week has almost cost me my life.

With the highest respect, I have the honor to be, sir, your obedient servant,  
W. COLVIN BROWN.

P. S.—I am hourly hoping for good news from Mr. Chittenden and Mr. Sturges, and I trust that I will not have to wait much longer.

W. C. B.

Q. When is that dated?—A. This is dated at the Arlington Hotel, on the 3d of October, 1872.

[Confidential except Mr. Corcoran.]

PHILADELPHIA, PA., October 5, 1872.—(Oct. 28.)

Colonel HOSMER:

DEAR SIR: From Hoboken, N. J., I received a telegram from Mr. Brown stating "all is lost" in "Harewood" purchase. I conclude, therefore, that the business relations existing between Mr. Corcoran and Mr. Brown in the matter of the sale and purchase of "Harewood" have ceased. Am I correct? If so, I wish you would see Mr. Corcoran, and state to him that I desire to purchase "Harewood," and would he sell it to me on same terms, or on what terms?

There are some things which could be explained in a personal interview which cannot be written in a letter. A word is sufficient.

If Mr. Corcoran will sell "Harewood" to me on same terms, will buy it.

I go to Chicago to-night.

Please write or telegraph me to 364 Michigan avenue, (Chicago.)

If Mr. C. will give you terms, or keep the sale in "*statu quo*" (not sell) until we meet, I will be in Washington very soon.

Ever since Brown had this matter in hand, have worked to a *disadvantage*, and having been engaged in it for several weeks, dislike to fail in making purchase.

Alone I could and can now carry the whole matter easily.

Very truly yours,

GEO. R. CHITTENDEN.

I wrote that letter. That clause in there in regard to selling property, and my coming, was caused by Mr. Brown saying to me that I must have no personal communication with Mr. Hyde or Mr. Corcoran in this matter; if so, it would defeat the whole purchase.

I already have a contract with Mr. Brown, which he signed at Chicago, before he went on to Philadelphia and before he came to Washington, in which he was to have one-quarter interest, and I was to have three-quarters. I was really the principal in the transaction, but Mr. Brown insisted that the relations existing between himself and myself must be kept in the back-ground, and that he (Brown) was the only individual who could communicate with Mr. Corcoran. If anybody else

should come in, it would defeat the purchase. That is the reason why I put that clause in.

Q. So that all the time this was going on, it was entirely yours?—A. Entirely mine; I so regarded it. I knew nothing to the contrary.

Q. You do not seem to have so regarded it in this letter?—A. Why, certainly; so far as Mr. Corcoran was concerned. I appear as a new man to Mr. Corcoran. Mr. Brown had stated to me that I must have no communication with Mr. Corcoran myself, personally. I said to Mr. Brown, in Philadelphia, "Let me go on and see Mr. Corcoran personally." He said, "No; if you do that, it will defeat the whole matter."

Q. There were secret relations existing, then, between you and the Rev. William Colvin Brown, in relation to the purchase of this Harewood estate?—A. These relations were exactly as I have stated to the committee. Of course I was appearing as a new man to Mr. Corcoran.

Q. Why did you write this to Colonel Hosmer?—A. I think at the suggestion of Mr. Sturgis.

Q. Is that letter dated Philadelphia, or Chicago?—A. It is dated Philadelphia, the 5th of October. I think Mr. Sturgis stated to me at Chicago if there was any trouble about closing this transaction, to write to Mr. Hosmer.

Q. Were you acquainted with Mr. Hosmer?—A. I was not, but Mr. Sturgis gave me a letter of introduction to Mr. Hosmer, and I was in Philadelphia. I think I sent on a letter of introduction to Mr. Hosmer. That is my impression.

Q. You had never seen Mr. Hosmer before this?—A. No, sir.

Q. And you write this kind of letters to gentlemen you know nothing about?—A. I think I sent a letter of introduction to Mr. Hosmer. My impression is this: Mr. Brown, when he was in Philadelphia, brought on this letter of introduction to Mr. Hosmer; at all events, either that, or that I sent to Mr. Hosmer; so that I felt that my relations were all right.

Q. Why did you put into this letter, which you say was written to a gentleman here of whom you knew nothing, with whom you had no acquaintance, this clause, "There are some things which could be explained in a personal interview which cannot be written in a letter?"—A. That refers entirely to the relations that had existed between myself and Mr. Brown, Mr. Brown being the person who stood in the matter as principal. That was all.

Q. Do I understand you to say that you did not know anything about the payment of \$10,000 on that Harewood purchase?—A. I knew that Mr. Brown had stated that the \$10,000 had been paid, but how it had been paid I did not know.

Q. You knew nothing about that?—A. No, sir; I think that he advised me that the money was raised with some friends or something in that way. In my contract it was contemplated that the payment on the 1st of October should include that \$10,000 that had been paid, so that these parties could be re-imbursed for the advances they had made.

Q. Now, Mr. Chittenden, don't you know that De Golyer was to have a \$10,000 interest in that purchase?—A. Not a word about that.

Q. You had no knowledge of anything of that sort?—A. No, sir; I had no knowledge of that fact.

Q. You had no knowledge that Kirtland and Brown were claiming to be interested in that purchase?—A. I had no knowledge of that fact until Mr. Brown had stated that he had made an arrangement with Kirtland to advance this \$10,000, but that he, in making this contract



wrote me, he retaining a quarter, or leaving three-fourths with Mr. Kirtland. He says to me, "whatever arrangements have been made with Mr. Kirtland will be perfectly satisfactory. I can arrange that with Mr. Kirtland." It was my voluntary gift to Mr. Brown that he received a quarter. It was a voluntary proposition on my part.

Q. Do you know how that \$10,000 was raised that went into that purchase—where it was procured?—A. No, sir; I do not know anything about that.

Q. Do you know what became of that \$10,000 ultimately?

WITNESS. What \$10,000?

Q. Why the \$10,000 that was paid on this purchase?—A. I have not the slightest idea. I received a letter from Mr. Corcoran, at Chicago, after I had returned from Philadelphia, that he would give me time in this matter, so that I could go on and make a purchase of the property; but I was taken ill with pneumonia and was ill five weeks, and so the matter passed away.

Q. Where is that letter?—A. I presume at Chicago.

By Mr. STEWART:

Q. This was your purchase?—A. Yes, sir.

Q. This \$10,000 was advanced on your account?—A. The \$10,000 was advanced, so Mr. Brown represented, to me in a friendly way.

Q. By whom?—A. By himself. I had supposed Mr. Brown himself had advanced that money. Subsequently, on a visit to Mr. Kirtland at Chicago, he stated that he had helped in the advancement of that money himself.

Q. Then the condition of the contract, as I understand it, was that if this \$10,000 was in the nature of a forfeit—

A. This \$10,000 was in the nature of a forfeit if the payment in sixty days was not made.

Q. That payment was not made in sixty days?—A. That payment would have been due the 1st of October, but it was not made at that time.

Q. Then the \$10,000 was forfeited?—A. That I do not know. I know nothing about that matter; it passed entirely from me.

Q. If it was your trade, and the money was put up for you, why you were the person that would stand the forfeit of it.—A. It appears that both Mr. Colvin Brown and Mr. Kirtland, by reading the testimony, did not regard it as my trade, because I see they entered into arrangements to defeat it and divide it between themselves. This \$10,000 being their own money, I do not know what disposition was made of it.

Q. But you supposed, until this time, that it was your trade until you saw this arrangement?—A. Yes, sir; I had supposed it was my trade. If I had raised money in Philadelphia, the \$10,000 would have been a part of that.

Q. Did you not think it a little strange that they should have the money refunded to them that had been paid on the forfeit if it was your trade?—A. I had nothing to do with that; these parties handled it themselves.

Q. But it was your transaction, and the \$10,000 had been paid up as \$10,000 forfeited. Didn't it occur to you they might come back on you for the \$10,000?—A. I understood, subsequently, that the matter was arranged in some way. Kirtland told me it had been arranged in some way. It had been sold to the Soldiers' Home, and that hence that \$10,000—well, it was their matter.

Q. I thought it was your matter?—A. Well, Senator, I want to be very clear about this matter.

Q. I wish you would be.—A. Yes, sir; I was pursuing this matter upon the hypothesis that I bought the property, but Brown and Kirtland were pursuing it on the hypothesis that they bought it, but they kept the fact back from me.

Q. So I understand, but they did not keep the one fact back that they had put up the \$10,000.—A. They had made an advance of \$10,000.

Q. That fact you knew?—A. Yes, sir.

Q. You were informed of that fact?—A. Yes, sir.

Q. But you knew that \$10,000 was to be forfeited if the \$60,000 was not paid on the 1st of October.—A. Yes, sir, the \$10,000 was to be forfeited. That was according to the terms of my contract.

Q. You understood that the \$10,000 was put up on your account?—

A. I had supposed so, until I was informed to the contrary—up to the time I was in Philadelphia.

Q. You did not receive any demand from them for the \$10,000?—A. Kirtland informed me the property had been sold to the Soldiers' Home, and there would be no trouble about the \$10,000.

A. How came he to tell you about that in Chicago; what led him to tell you?—A. I think I telegraphed to Washington, when Colonel Kirtland was here, to have Mr. Corcoran wait. I think so, but he did not get the telegram, and the property was sold to the Soldiers' Home.

Q. Then how did the conversation come up—how came he to tell you that the \$10,000 was provided for?—A. Of course I felt an interest in still having Harewood, if I could. This was after I had recovered from my illness.

Q. You didn't feel an interest in getting rid of the liability of the \$10,000 forfeited, that this man put up for you. It seems to me—I do not know very much about business—but it seems to me if I should authorize my agent to buy a piece of property, to make a contract for me, and he should make a contract, by the terms of which the first payment should be forfeited if the second was not made—the payment of \$10,000; and had also informed me that he had paid the \$10,000, put up that forfeit himself, and when I failed to come up with the second payment, I should have expected a demand from my agent for the \$10,000.—A. Suppose he had stated that to you that he had sold the property—that the property had been sold for the Soldiers' Home, and the \$10,000 carried to you?

Q. If they made a report to you to that effect, why it would be all right?—A. That is the report Colonel Kirtland made to me. It was his money he advanced, and, of course, he was looking out for it.

Q. Kirtland said the property had been sold to the Soldiers' Home, and he had received his \$10,000 back?—A. I do not say he had received the \$10,000 back, but I do say it was arranged for in a satisfactory way to him—in some way that it was satisfactory to him. How it was arranged I do not know.

Q. Did he say he had got his money?—A. No, sir; he didn't say that. It was arranged in some way that it would be satisfactory. When I owe a man \$10,000, the only way I succeed in arranging it is to pay it.

Q. And you owed your agent that ten thousand dollars. He said it was arranged—the ten thousand dollars had been arranged—and did not tell you how it was arranged, and did not tell you how—whether he got the money or not?—A. When Kirtland came to Chicago he showed me a document executed between himself and Mr. Brown in which they were to get one-half of this Harewood estate, which was my first knowledge of that fact. I at the same time showed Kirtland a

document wherein I was to have three-fourths of the Harewood, and one-quarter was to go to Brown, and signed by Brown also.

Q. I thought the first time you heard of that arrangement between them, that they were to share. Share and share alike——?—A. Was on the second visit of Kirtland to Chicago.

Q. You did not learn that from these letters this morning for the first time?—A. No, sir.

Q. I so understood you; perhaps I misunderstood you.—A. These letters were new to me, except so far as I wrote myself.

Q. I understood you this morning—I might be mistaken—I understood you to say this morning that this matter of their negotiations on their own account was new to you entirely; that all this correspondence——?—A. It was new up to a certain time. It was all new to me when I was in Philadelphia. It was all new to me while Brown was in Chicago. When I went on to Philadelphia I was working in perfect good faith in the whole matter.

Q. Then, it was not new to you when these letters were read to you this morning by Judge Wilson?—A. These letters were new, but that one point had been communicated to me by Kirtland himself.

Q. And then these letters did not take you so much by surprise?—A. The letters, of course, I had never heard, except the telegram I got from Philadelphia.

Q. You knew that they were dealing on their own account?—A. Yes, sir.

Q. Who is Mr. Sturges?—A. Mr. Sturges was my own friend in Chicago. Mr. Colvin Brown did not know Mr. Sturges at all, except as he knew him through me. I got these bonds from Mr. Sturges through a negotiation.

Q. Was Mr. Sturges interested in the purchase?—A. No, sir; not at all. I sold some paper to Mr. Sturges.

Q. Had Mr. Sturges promised to let Mr. Brown have the money to purchase this with?—A. O, Mr. Brown was acting entirely—that is, Mr. Sturges was a friend of mine, and Mr. Brown had no authority for saying that Mr. Sturges would do this for him. It was only through me that this whole thing was done. Sturges was my friend; not Brown's friend.

Q. That statement in the letter, then, is not true?—A. I do not want to say any statement is not true.

Q. Is it possible for statements to be made by somebody that are not true sometimes?—A. I do not like to contradict anybody.

Q. Then you mean to say that Mr. Sturges had agreed in writing to advance this money?—A. I had the bonds from Mr. Sturges myself. Mr. Sturges had performed his part with me. I was going to Philadelphia to negotiate these bonds.

Q. Mr. Brown says in writing that you had agreed to advance this money?—A. Mr. Sturges performed his agreement with me. I do not think there was any agreement in writing. I had a negotiation with Mr. Sturges, and became the possessor of these bonds.

Q. You can state whether you pronounce that untrue or not. It seems to me your statement conflicts with that letter.—A. My statement is correct in that matter.

Q. Then you had no arrangement whereby you and Colvin Brown and A. B. Kirtland were to purchase Harewood at all?—A. I had no arrangement whatever, except the arrangement I have referred to.

Q. Now, is it not a fact that, after you got this award, you and Kirtland and Colvin Brown went out to the Harewood estate, and came to



the conclusion that you would put the proceeds of this contract, together with the perquisites you had got on these notes, and raise the money, and pay \$70,000, and make the first payment on those, and get time on the balance, and thus make a speculation out of Harewood with the proceeds of the De Golyer contract?—A. I never entertained that thought for one single moment. The idea of purchasing Harewood was entirely independent of any transactions with Kirtland in regard to these things.

Q. One fact does appear: that some three men were engaged in this—yourself, Colvin Brown, and Kirtland. You three men were engaged in getting this contract and handling those notes. The fact is now established that the first payment made of ten thousand dollars was the proceeds of those notes. Ira Holmes cashed the first two notes, paying twelve thousand and odd dollars to Kirtland. Kirtland had ten thousand dollars sent to Riggs & Co., and had it in his own name. He came here and drew it, and put it up, so that the money that was paid was paid out of those notes?—A. I never knew that was paid in that way until I read Mr. Kirtland's testimony. I never knew anything about it. I never knew the money was raised in that way at all. I never knew what disposition was made of those notes—not a dollar. My transaction was entirely independent of any transaction in regard to the contract. I went upon another basis entirely, whatever Kirtland and Brown may have resolved upon between themselves.

Q. You were the principal in the transaction, and the forfeit that was put up was put up out of that money?—A. It is exactly as I stated to you.

Q. I am not denying that, I only wish to show you how peculiar it all is—that it is a strange coincidence.—A. The transaction was entirely independent, so far as I was concerned, with anything connected with these notes, either directly or indirectly.

Q. Does it not appear to you to be remarkable, under the circumstances? Here you, Kirtland, and Colvin Brown were in the habit of sitting at the same table at the Arlington; you were engaged for several months in negotiating this contract, and you finally got this \$72,000 in notes, which were drawn in favor of Kirtland; that immediately upon getting the award of the contract, you three went out to Harewood and took a look at this property?—A. We did not go out for that purpose. We went out for fun.

Q. One of the others, then, you do not recollect which, you ordered to negotiate with Mr. Corcoran for the purchase of the Harewood estate. Mr. Colvin Brown did negotiate with Mr. Corcoran for these parties. You were negotiating constantly after this with Mr. Colvin Brown. Mr. Kirtland came out to Chicago and had an interview with you, and sells a portion of those notes; raises \$10,000, among other things, and makes the first payment on Harewood with that identical money. Then you are found in Philadelphia trying to raise more money to put into this transaction?—A. Trying to raise all the money, including the \$10,000, from my stand-point.

Q. But you were trying to raise the money?—A. I was raising the money that had been advanced.

Q. When this thing fell through you say to Rev. Colvin Brown that this failure to carry the thing through in your opinion is "hell"?—A. No, sir; it was the negotiations of Philadelphia that were in that way.

By Mr. CHRISTY:

Q. I notice, Mr. Chittenden, in looking over the testimony that De Golyer & McClelland made objection to consummating their part of this

transaction, because of the fact that he presented an award instead of a contract. Now, what arguments did you use to overcome that objection when you met that firm in Chicago?—A. My opinion was that the award and our letter of acceptance of the award constituted a contract. Mr. De Golyer was here and went back to Chicago. Then I received this information from them, stating the fact of having the contract. I then went to Chicago and submitted it to my attorney at Chicago, and he said the award was just as good as a contract.

Q. Who was that attorney?—A. Charles Hitchcock was my attorney at that time.

Q. But it was not because you said to them, this has been secured by the influence of parties who can control the matter, but because an attorney in Chicago stated that the award was equivalent to a contract regularly executed by the board?—A. Yes sir; I understood that that was the customary way of letting contracts in Washington. I had so understood, and upon an investigation of the matter by my attorney, in whom I had great confidence, and they had confidence in him also, his opinion was the same as mine.

Q. You say that you made two classes of visits to Colonel Moore—one class friendly and the other business visits. Will you state what passed between you and Colonel Moore in the business visits you made?—A. I think that Colonel Moore became satisfied that I was here to get a contract.

Q. You say you called upon him to talk business. Now what was the nature of that business?—A. I never called upon him on purpose to do that.

Q. But you did talk business?—A. Yes, sir.

Q. What did you say, and what did he say in regard to it?—A. It is impossible for me to state definitely or accurately what passed between us.

Q. Give us the substance of it.—A. O, I was in and out of the store at different times, and after becoming pretty well acquainted with Colonel Moore, I stated that I was there to get a contract, or he knew I was, and I asked him to speak a good word for me if he could.

Q. That, perhaps, was in the first business conversation. After you had given him that information, what passed between you?—A. I have not charged my mind with it.

Q. You see, Mr. Chittenden, very evidently, when you stated this to Colonel Moore; when you explained to him that you had a contract, and interested him for you, that in the next conversation you would certainly ask what he had done in the mean time?—A. It does not follow as a matter of course that would be the natural inquiry, because I was not going systematically with Colonel Moore in any movement of that kind. It was more of a friendly call than anything else.

Q. I am excluding your friendly conversations that you had. Now, the business conversation—in your first business conversation you explained to him you were here for the purpose of getting a contract. Now, in the next, what occurred between you?—A. I could hardly tell you; but I cannot tell you how many times I saw Colonel Moore, and how many times it was a business interview; I did not go there very frequently.

Q. For that reason there is less difficulty in your remembering what passed between you. Now, in the second business conversation, what did he say? Did he say what were your prospects of getting your contract?—A. Nothing of that kind, I think. Simply that he would be glad to do for me in a friendly way anything that he could.

Q. That was in the first conversation. He would not simply repeat

that. Would not he say what he had done in a friendly way, and did he not say?—A. He did not.

Q. So that in all the business conversations that you had with Colonel Moore, he simply repeated the general statement that he would be glad to do for you in a friendly way what he could?—A. The words might vary some from that, but that was about the substance.

Q. So that your business conversations with him were simply a change of the order of his language. Did any one else go out with you the Sunday you went out there?—A. I do not know that that was Sunday. The question has been asked as to the day we went out there. No other parties went out there at all.

Q. Did not Mr. De Golyer go out there with you?—A. No, sir, not at all. He was not in Washington at that time.

Q. Did he ever go out with you to Harewood?—A. No, sir; Mr. De Golyer did not. He had gone back to Chicago.

Q. During these interviews between you and Mr. Kirtland and the Rev. William Colvin Brown, you had the utmost confidence in both of them?—A. I had the utmost faith in these gentlemen that they would not deceive me at all. I believed them.

By Mr. WILSON:

Q. When did you first see Mr. Kirtland after you came to this city?—A. The first time that I came to Washington?

Q. After you came to Washington under the subpoena of the committee?—A. I saw him at the table at the Arlington, I cannot just say when; we were all sitting at the table. That was my first acquaintance with him.

Q. I am not talking about your first acquaintance with him. You came here under the subpoena of this committee?—A. Yes, sir.

Q. Since you came here after having been subpoenaed, when did you first see Kirtland?—A. I think it was Thursday night, a week ago.

Q. Where did you see him?—A. At the Ebbitt House.

Q. Was that the first time you knew that he was in town?—A. That was the first that I positively knew about it. I had an impression through an interview with Mr. Wilcox, as will appear in my testimony. I have traversed over that ground once. I have given testimony on that point fully.

Q. After seeing Wilcox you did see him at the Ebbitt House?—A. Yes, sir; that is the only time I have seen him for a year.

Q. How did you find out that he was at the Ebbitt House?—A. He sent me a note to the Arlington.

Q. You went pursuant to that note?—A. Yes, sir.

Q. How often did you see him at the Ebbitt House?—A. I only saw him once; had that one interview.

ANTHONY HYDE sworn and examined.

By the CHAIRMAN:

Q. Are you the business agent of Mr. W. W. Corcoran?—A. Yes, sir.

Q. Did you, at any time, negotiate for the sale of the Harewood estate with Mr. W. Colvin Brown?—A. Yes, sir.

Q. State to the committee when these negotiations began, as nearly as you can.—A. In July or August, 1872.

Q. Do you remember the first interview you had with Mr. Colvin Brown on that subject?—A. I remember the interview, but I do not remember the date.

Q. You exhibited to me a letter from him of the 13th of July. Was



it before that time? It was before that letter was written, was it not?—A. Yes, before any letters were written.

Q. Just refer to your memoranda, and see if you have not a letter there dated the 13th July.—A. [After referring to memoranda.] Yes, sir.

Q. It was before that letter was written?—A. Yes, sir.

Q. Do you remember how many days before?—A. No, I do not.

Q. Did Mr. Brown write you that any other parties were interested with him in this transaction?—A. No, sir.

Q. Did you have any communication with any other parties excepting Mr. Brown?—A. No, sir.

Q. When this \$10,000 was paid for this estate, how was it paid to you?—A. It was paid to me by a check payable to me or bearer, Mr. Kirtland's check on Riggs & Co.

Q. Mr. A. B. Kirtland's check on Riggs & Co. for \$10,000?—A. Yes, sir; payable to me or bearer.

Q. Did you give a receipt for that check?—A. No, sir, not that I know of.

Q. You gave no receipt?—A. I have no recollection, and I do not think I did.

Q. Did Mr. Brown express to you that this money was deposited to the credit of A. B. Kirtland?—A. Yes, sir.

Q. He did at that time?—A. Yes, sir; at the time.

Q. What did Mr. Brown say he desired to do with this estate?—A. He said he was going to make a private residence of it.

Q. Did you talk with him upon that subject?—A. This was brought up by my objecting to selling the place for the purpose of cutting it up. I did not like the idea of the identity of the place being destroyed, and I put that question to him. He said that he intended it for a private residence.

Q. Did he afterward tell you that he had one or two other friends that also wished to be in it?—A. Yes, sir; that there were, perhaps, two parties that he might like to divide it with.

Q. Who also wished to have summer estates near Washington?—A. Yes, sir. I then communicated with Mr. Corcoran on the subject, and he said that he would not object to such an arrangement as that, if the matter was consummated.

Q. Did Mr. Corcoran return that money—the \$10,000?—A. Yes, sir; \$10,000.

Q. To whom?—A. To Mr. Brown, by check to his order, and by him indorsed.

Q. Check payable to the order of W. Colvin Brown?—A. Yes; sir.

Q. Do you know what he did with the money?—A. No, sir.

By Mr. WILSON:

Q. What time did you get that \$10,000?—A. Do you mean what time did Mr. Corcoran get it?

Q. What time was that \$10,000 paid by Mr. Brown?—A. On the 8th of August, 1872.

Q. What time did you return it to him?—A. On the 4th of October, of the same year; after the matter had entirely failed.

H. C. EVANS recalled.

The WITNESS. The last time I was on the stand the committee requested me to make out a statement of the purchases of asphalt by Mr. Evans. I made out, some days ago, a statement of it, and annexed it with some vouchers. If the committee wish, I will read the letter, which is the statement I desire to make.

The letter was read by the witness, as follows, but the amount of vouchers appearing therein, it was not deemed necessary that they should be inserted :

WASHINGTON, D. C., *April 27, 1874.*

DEAR SIR : I send herewith, as requested, vouchers for asphalt purchased by Messrs. Evans and Clephane.

No. 1 shows purchase of 52 tons on October 10, 1871, of "Dr. A. Vancamp." This was imported from Cuba by him.

No. 2 shows purchase of John S. Lamson, of New York, of about 3 tons, November 29, 1871.

No. 3 shows purchase of about 42 tons from the "New York and Trinidad Bitumen Company," December 14, 1871.

No. 4 shows the importation of 335,240 pounds—say about 167 tons—from Port of Spain. This lot was reshipped to Mr. Evans from Philadelphia, and out of the same he has been using for pavements since lots 1, 2, and 3 were exhausted.

I also inclose statement of composition purchased at different times from sundry parties, amounting to 476,316 gallons, which I have been enabled to find vouchers for.

Other purchases have been made not included in this statement.

Please have vouchers preserved and returned.

Yours, respectfully,

H. C. EVANS,

Hon. WM. B. ALLISON,

*Chairman, &c.*

By Mr. WILSON :

Q. Do these appear on the books ?—A. Not all of them ?

Q. How many of them ?—A. Two.

Q. Which ?—A. One purchase from Mr. Lamson, and a lot purchased from the Trinidad Bitumen Company.

Q. That purchased from Mr. Lamson is how much ?—A. About three tons.

Q. What is the other that appears on your books ?—A. The other is 42 tons.

Q. Why does not the large amount appear on your books ?—A. This large amount has never been settled. There is nothing on that cash-book unless the bill has been paid. That is still an unsettled matter.

Q. Do you mean to say that Mr. Evans has not paid for them ?—A. Yes, sir ; I did. So far as I know it is unsettled. I understand from him that it has not been settled for yet. Of course it must be unpaid if it is unaccounted for.

Q. Where did you get those vouchers ?—A. From Mr. Evans.

Q. You say there are some other things that you have not reported ?—A. I say that I think there is some composition ; some invoices that I have not found. Not of any amount.

Q. Does that composition appear upon your books ?—A. Yes, the payment does. I have the vouchers for all that composition.

MR. CHRISTY. I would like the witness to refer to the entries upon the books.

The CHAIRMAN. He says there are only two.

The WITNESS (to Mr. Christy.) You saw them the other day.

MR. CHRISTY. Yes ; but I would like to see them again, if you please. There was no mention in the former examination of this witness of any vouchers, and I wanted to get his statement of the amount as it appeared from the books. The first mention of vouchers was made when the witness was on the stand this morning.

The WITNESS. I think I said I had vouchers for all the entries upon this cash-book. I thought I had vouchers for the whole of them, and I think so now.

MR. CHRISTY. When did you allude to this matter of vouchers ? It

was for the first time this morning you made mention of vouchers?—A. I think you will find it in my testimony when on the stand before.

Mr. HUBBELL. That is my recollection of it.

Mr. CHRISTY. That he mentioned vouchers?

Mr. HUBBELL. Yes.

The WITNESS. I had vouchers for all the pavements on this cash-book.

Mr. CHRISTY. He referred to vouchers in regard to wood pavements settled for, but the first information I had in regard to vouchers for that asphalt appears here this morning.

The CHAIRMAN. Is that material?

Mr. CHRISTY. Yes, I deem it very material.

The CHAIRMAN. Then the testimony of the witness can be referred to hereafter on that point.

The WITNESS. The first entry here is the payment of December 15, Mr. Lamson's bill.

Mr. CHRISTY. The witness's testimony is on page 1355. Mr. Chairman, you will remember that Mr. Evans retired into the other room for the purpose of making a statement from the books, and at that time there was no mention that he would find it necessary to consult any vouchers. The explanation he made was that there were quite a number of entries as to purchases from the Washington Coal Tar Company but no suggestion as to any vouchers to be examined. Now on page 1355 he says this:

Q. Why have these books never been closed up?—A. The business has not been closed up.

Q. Is there anything in these books that will show the results up to the present time?—A. No, sir; I think not. There are some entries there for lumber that was purchased for the wood pavement that have not been entered yet. The amount of the bills I do not know.

Q. Is there anything on these books that will show the cost per square yard of this wood pavement?—A. No, sir.

Q. Is there anything that will show the cost of the concrete?—A. No, sir.

Now, I have no recollection of any statement made by this witness in regard to any matters not appearing in the account in regard to a concrete pavement. What he stated was that the lumber account relating to the wood pavement had not been furnished.

The WITNESS. I stated that as far as the bills for those articles—the asphalt and other things—had been paid, they were entered upon this book, but there were still unsettled accounts—unsettled bills that did not appear here. What they were I could not exactly tell. I said lumber account and some other things.

The CHAIRMAN, (to Mr. Mattingly.) Do you desire to put in these vouchers as evidence?

Mr. MATTINGLY. All I care for is a general statement of Mr. Evans of the amount. I do not want to lumber up the record.

The CHAIRMAN, (to Mr. Christy.) I have examined those vouchers, and I think perhaps it might be well enough for you to look them over.

Mr. MATTINGLY. On page 1357 of the record the question is: "What other books did you have?"—A. Time-books and ledger, and I believe that is all. There were vouchers for bills paid."

Mr. CHRISTY. That excludes these, for these were unpaid.

By Mr. MATTINGLY, (to the witness:)

Q. You have stated the amount of the bills?—A. My letter states that, sir.



By Mr. CHRISTY:

Q. I find an entry upon your book in regard to the interest paid upon a note of Lewis Clephane; what is the explanation of that?—A. I do not know; I cannot tell you.

Q. In your cash account I find a number of notes given by Hallet Kilbourn, which seem to have been discounted; were there any notes given by Lewis Clephane the proceeds of which were used in that business?—A. I do not know whether there were or not; I could not tell you. They raised money on notes, as Mr. Evans testified himself. The notes I did not see.

Q. Be kind enough to refer to any entry showing the amount of money raised on that note of Lewis Clephane upon which you paid interest to the Freedman's Bank.—A. I have no entry here of it that I know of or recollect now.

Q. I find an entry there, "Order of William E. Chandler, from H. C. to L. C., \$2,500." Can you explain what that means?—A. I do not think you find that here.

Q. It is in the books of the Washington Asphalt Company.—A. I would like to have you show it to me.

Mr. CHRISTY, (to Mr. Wilson.) I gave you a statement of the abstract I got from the books.

Mr. MATTINGLY. Do you remember the date of that entry, Mr. Christy?

Mr. CHRISTY. No, sir, I do not; it refers to "W. E. C."

The WITNESS, (to Mr. Christy.) I thought you said "William E. Chandler."

Mr. CHRISTY. I have an abstract made of the entries that I deem it important to examine this witness upon; I have reason to suppose that it shows Mr. Kilbourn's relation to it.

The WITNESS. I do not know anything about that; there is no such entry here; at least if there is I do not know it.

Mr. CHRISTY. I will look at it again and show you.

Q. These, then, were not carried into your account when you were examined the other day?—A. Only two, I think.

Q. And do not now appear on that book?—A. No, sir.

Q. Now, if you will allow me to look at that journal of yours, I will find you that entry.

Mr. MATTINGLY. Here is the question and answer of the witness, on page 1358:

Q. Is there anything unsettled with reference to these pavements, excepting the lumber bill?—A. Yes, sir. I think there are some other bills not settled.

Q. Do you know what they are—their nature?—A. I think there is some little material for the asphalt pavement and some labor at the machine-shops here, or something of that kind—preparing the machinery, boilers, &c.—quite a large bill, I believe.

Mr. MERRICK. If you will look at page 1363 you will find this:

Q. Then these books will show the entire cost of this asphalt and wood pavement that has been laid down by Mr. Evans?—A. They will not show the entire cost of the wood pavement.

Q. Except the lumber?—A. Yes, sir.

Q. They will the asphalt?—A. As far as I know, they will.

As far as he knows those books would show the whole cost of the asphalt pavement; that is what he stated on the first examination.

The CHAIRMAN. Yes, but Judge Merrick it does seem now that there was other asphalt that does not appear.

Mr. MERRICK. I understand that, sir, but the point was, that the witness had stated on the former examination that there were other

vouchers in reference to the asphalt pavement which had not been brought into the account. It is to show that his statement was incorrect at that time.

Pending the examination of Mr. Evans, the committee took a recess until 2 p. m.

2 O'CLOCK P. M.

The examination of H. C. Evans was continued.

Mr. CHRISTY. I desire to call the attention of the committee to certain questions and answers in connection with the testimony of this witness on page 1362. I read:

Q. Have you any other vouchers except what are represented on these books?—A. No, sir.

Q. Any other accounts?—A. No, sir; up to the last day on these books.

Then on page 1363, in reply to a question of the chairman:

Q. Do they explain all the transactions relating to the asphalt company and the wood-paving company?—A. They do to the extent of my knowledge. There are pay-rolls and other books that show the payments to the men, &c.

Q. Did you keep those?—A. Yes, sir, I have them.

Q. Then these books will show the entire cost of this asphalt and wood pavement that has been laid down by Mr. Evans?—A. They will not show the entire cost of the wood pavement.

Q. Except the lumber?—A. Yes, sir.

Q. They will the asphalt?—A. As far as I know they will.

On page 1366:

The chairman here directed the witness to take the books aside and make a thorough examination of them in the manner requested by Mr. Christy, and hereafter report to the committee.

Q. Did you examine your testimony?—A. I have read it over.

Q. To see if you were correctly reported?—A. Yes, sir; I think I did.

Q. Did you not appear here and make certain corrections of your testimony?—A. Nothing material, I think; something about some little entry or something.

Q. But you made no objection to so much reported of the testimony as I have read?—A. No, sir; that testimony is correct now, I believe. I had no other vouchers than I showed you at the time, that I knew of.

Q. When you were directed to go into that room you did not speak of any other vouchers being necessary to be examined in order to make the statement as to asphalt called for?—A. Yes; I presumed that they wanted all the vouchers I had.

Q. Will you explain the entry on page 27 of your journal of the date of May 13, 1872, "W. E. C. order of Kilbourn and Cleplane \$2,500?"—A. I have no knowledge of it, whatever, sir.

Q. Does your account show cash credited with that amount?—A. It does.

Q. Does it show cash debtor? Did you in any way make any entry against those gentlemen in regard to that?—A. No other than that one that I know of.

Q. Those are all the entries, then, that relate to this transaction?—A. Yes, sir.

Q. And you have no explanation to give? Have you that order?—A. I do not know what explanation you refer to, sir. What do you ask for?

Q. I am asking for your knowledge about that order?—A. About the order?

Q. Yes, sir.—A. All I know about the order is, that I made the entry.

Q. You preserved that as your voucher, did you not?—A. Which, the order?

Q. Yes, sir.—A. No, sir, I did not. I was directed to make the entry.

Q. No order being produced?—A. No, sir; I had no written order.

Q. Who directed you to make the entry?—A. I presume Mr. Evans did.

By Mr. WILSON:

Q. You say you do not know anything about it, except that you find it on the book?—A. I know I made the entry. It is my handwriting. I cannot recollect the circumstances at all.

Q. Do you recollect anything connected with it?—A. I do not.

Q. Have you ever looked to see if you could find the order for that?—A. No, sir; I have not.

Q. Where would that order be? Who would have possession of it?—A. I do not know that I had any written order. I have no recollection about it. I recollect that I was ordered to make the entry. He directed me to make it.

Q. Have you looked at this entry?—A. I don't remember the circumstances. I have looked at it.

Q. Do you know whether you paid the cash out or not?—A. I do not, sir.

Q. Do you know what those initials mean?—A. I do not, sir; I have no knowledge.

Q. Were Kilbourn and Clephane interested in this?—A. Yes, sir. That was the Asphalt Paving Company.

WILLIAM L. WILSON sworn and examined.

By the CHAIRMAN:

Q. What is your business?—A. Manufacturer of sewer and drain pipes.

Q. What is the name of your firm?—A. William L. Wilson. The Moorehead Clay Company is the name of the works; William L. Wilson is the name of the firm.

Q. Did you sell the board of public works of the District of Columbia any of your manufacture?—A. Yes, sir.

Q. To what amount?—A. Some \$65,000 or \$75,000 worth—something between those amounts.

Q. When was that?—A. In 1872 and 1873.

Q. Did you sell them this material at your regular prices for similar material?—A. No, sir; we did not.

Q. Above, or below?—A. Very far below our regular prices.

Q. Far below your regular prices—how far below?—A. Well, I suppose it would average between 30 and 40 per cent. below our card-prices.

Q. Do you not sell to everybody below your card-prices?—A. No, sir.

Q. When you sell large lots of pipe, do you not sell below your card-prices largely?—A. Not necessarily; only to certain parties.

Q. Why do you do so to certain parties and not to others?—A. Our card-price is what we call our price to consumers. For other trades, with other matters which could influence trade for us or do us some service in return, we took off a certain percentage.

Q. Why did you take off so large a percentage to the board of public works?—A. We had a pretty large surplus stock, and wanted money.

Q. You got rid of one and received the other?—A. Yes, sir; or hoped to.



By Mr. WILSON :

Q. Have you been paid yet?—A. We have been paid in a manner ; yes, sir.

Q. What do you mean by in a manner?—A. There is a part of it that we were paid in sewer-certificates, I think they call them ; the balance was in cash.

Q. How much did you receive in cash?—A. Some \$40,000 or \$50,000 ; I do not remember the exact amount ; somewhere between those amounts.

Q. And the balance in sewer-certificates?—A. Yes, sir ; some \$12,750, I think, in sewer-certificates.

Q. Where is your place of business in Philadelphia?—A. We have two places. Our office is at the corner of Tenth and Market streets, and our upper warehouse is Twelfth above Girard avenue. 941 Market street is the number.

Q. Did you come here and sell this pipe—make a negotiation for this pipe?—A. Well, I was here personally myself, on the business. I was not here at the time of the consummation of the sale.

Q. How often were you here before this matter was concluded?—A. Well, I was here, I suppose, two or three times.

Q. Two or three times?—A. Two or three times ; somewhere about there. I had other business in Washington, and came on on that, and sometimes saw about this also.

Q. Whom did you see when you came here?—A. Well, the first ones we saw preliminarily were the contractors that we understood were to do the work. I don't remember exactly who they were. We had some preliminary talk with them about what was going on here, and about what was going to be done.

Q. Do you recollect who it was that you saw?—A. Well, Mr. Shepherd is the only one that I can remember particularly about ; Mr. A. R. Shepherd, now the governor.

Q. Whom of these contractors did you see?—A. Indeed, I could not tell you, sir ; sometimes they were men that were on the street, about the ditch, working there, and I presume they were attached to it, and I stopped to get information as I went to and fro on other business in Washington.

Mr. WILSON, (to counsel for the District government.) I would be glad to see these bills before this witness gets through, if you have them. I mean the bills for this pipe that he has been testifying to.

By Mr. WILSON :

Q. Whom else did you see besides Governor Shepherd?—A. I do not remember distinctly. Some of the gentlemen I saw I did not then know their names. I saw they were attached to the work, and stopped for information on this, that, and t'other point.

Q. I am not speaking about the men who were working about the ditches or the contractors ; but, aside from Governor Shepherd, with whom did you negotiate for the sale of this pipe?—A. Myself, personally ; I did not negotiate with anybody else, nor with Governor Shepherd.

Q. Who finally consummated this sale?—A. My confidential agent at that time, Mr. Jenkins, consummated it under my instructions.

Q. Have you any letters or papers in connection with this transaction?—A. I have nothing but Mr. Jenkins's memorandum of the prices that were agreed on.

Q. Where is that?—A. I have it in my pocket. [Witness produces it as follows:]

*Contract as awarded.*

5,000 feet 6, at 17.  
 30,000 feet 12, at 57.  
 10,000 feet 15, at \$1.  
 10,000 feet 18, at \$1.30.  
 5,000 feet 24, at \$2.30.

## Fittings estimated :

5,000 feet 12 in. 6, at \$1.  
 1,666 feet 15 in. 6, at \$1.45.  
 1,666 feet 18 in. 6, at \$2.  
 833 feet 24 in. 6, at \$3.60.  
 1,008 feet 12 in. 12, at \$1.25.  
 336 feet 15 in. 12, at \$1.85.  
 336 feet 18 in. 12, at \$2.50.  
 180 feet 24 in. 12, at \$3.70.  
 45 feet 18 in. 15, at \$2.50.  
 21 feet 24 in. 15, at \$3.70.  
 21 feet 24 in. 18, at \$3.70.

500 6-inch bends, at 90.  
 100 12-inch bends, at \$2.75.  
 50 15-inch bends, at \$4.25.  
 5 18-inch bends, at \$6.25.  
 5 24-inch bends, at \$10.  
 About 200 12-inch traps, at \$5.

Estimated by Saml. Chase, superintendent sewers.

Q. This is a memorandum showing the prices at which this pipe was to be delivered to the board of public works?—A. Yes, sir, as reported to me on his return, after the consummation of the contract.

Q. Were you to deliver that pipe here in the city, or was it to be delivered at these prices at your place of business in Philadelphia?—A. We were to deliver it at the wharf-log in the port of Washington.

Q. Where is Mr. Jenkins now?—A. I cannot tell. He is in New York State some place.

Q. How long was he in your employ?—A. I think some three or four years, probably.

Q. How long has he been out of your employ?—A. I think he left my employ in the spring of 1873.

Q. Can you tell where he could be found now?—A. I cannot tell you. I heard from him about five months ago from New York City, but the letter being dated from a hotel, I presume he was only on a visit there. He is in one of the upper towns on the Hudson River, in the furniture business. What town it is I do not know; I never inquired.

Q. Did he ever inform you with whom he negotiated when he was here?—A. No, sir; nothing but that he went before the board of public works, in formal session assembled, and that the negotiation was conducted there.

Q. How was this pipe shipped; who was the consignee?—A. It was shipped to the board of public works, Washington.

Q. Did your house ever receive any drawback?—A. Did we receive any drawback, do you mean?

Q. Ever pay any, I would say?—A. Yes, sir; a good bit.

Q. On these?—A. Yes, sir.

Q. Whom did you pay it to?—A. It was taken off of us by the board of public works—the only drawback that we ever saw.

Q. I mean to say, did you receive the full amount that is specified in that memorandum for the pipe that you shipped to this city?

The WITNESS. Did we receive the full amount?

Mr. WILSON. Yes, sir.

A. No, sir, we did not; not by a bushel.

Q. What I mean to say is, did you allow anything for those prices to any person?—A. No, sir; we were informed by Mr. Shepherd in the first place that there was no ring, and nobody to pay, and we could estimate very low in consequence, and we did; and we were never called upon to pay a cent to anybody; we never heard of it, nor did we ever pay a copper to anybody.

By Mr. STANTON:

Q. When did your firm cease to furnish sewer-pipe to the board?—

A. I think somewhere about July or August, 1873, probably earlier—June.

Q. For what reason?—A. Well, we ceased to supply them with pipe because our northern markets got better, and we could get a better price, and we did not want to furnish it and take sewer-certificates, although I offered to furnish, and even took the sewer-certificates at a higher price, and they would not give that price.

Q. The rates then paid by the board were too low?—A. Yes, sir, very far; too low for any first-class factory to allow and live.

Q. On page 1123 of the testimony of Thomas Evans I find a statement of certain prices alleged to have been furnished him in 1871 by Messrs. Link & Black, in State of Pennsylvania, as follows:

DELIVERED IN WASHINGTON.

12-inch pipe, 55 cents per foot.

15-inch pipe, 90 cents per foot.

18-inch pipe, \$1.15 per foot.

12-inch bends, 80 cents per foot.

12-inch + 80 cents per foot.

15-inch bends, \$1.10 per foot.

15-inch + \$1.10 per foot.

18-inch bends, \$2 per foot.

18-inch T's, \$2 per foot.

18-inch + \$2 per foot.

Have you made any investigation to ascertain whether or not such price-list was furnished?—A. Yes, sir; I have.

Q. What was the inquiry and its results?—A. I understood that the house of Link & Black made them an offer in the year 1871, and it became my duty, as an officer of the association to which I belonged, to make an investigation of it. I made that investigation, and learned that no such offer was made in 1871.

Q. State the association, if you please.—A. The association is the Eastern Clay Manufacturing Association of the United States.

Q. Were the prices of that time such as were indicated on this list in 1871?—A. No, sir; not by a long shot.

Q. How did they differ?—A. They were very much higher than those prices.

By Mr. WILSON:

Q. Have you a price-list?—A. I think I have, in my overcoat.

Q. Produce it, if you please.

Mr. STANTON. It says about the time when the board of public works went into operation; that would be in 1871.

Mr. WILSON. I want to know for what year this price-list is.

The WITNESS. That price list took effect on the 1st day of January, 1871, and has continued unchanged ever since.



By Mr. WILSON :

Q. I see it is adopted by the Eastern Clay Manufacturers' Association, in convention, December 19, 1872.—A. The first association was a yearly one, and we re-organized every year. This last association was made perpetual, and we date from the second organization. The first association went into force the 1st of January, 1871.

Q. But this price-list seems to have been adopted on the 19th of December, 1872?—A. It is the same price-list as was in force in 1871.

By Mr. STANTON :

Q. Mr. Ritchie, of the firm of Sperry & Ritchie, engaged in the manufacture of sewer-pipes at Akron, Ohio, testifies, on page 1384, that the following were the prices at which sewer-pipes were furnished by his firm to the board of public works: 6-inch, 17 cents a foot; 9-inch, I think, 40 cents; 12-inch, 56 cents; 15-inch, \$1; and 18-inch, \$1.19. [To the witness.] How do those prices compare with the market-rates in the year 1872, when Mr. Ritchie testifies that his firm furnished the pipe?—A. Do you mean in the year 1872?

Q. Yes.—A. They were very far below card-rates, and very far below what the average of pipe was bringing in the eastern and western markets, and so low that no first-class factory could allow them as a rule and continue to keep their doors open.

Q. What would be the circumstances which would justify the furnishing of sewer-pipes at such rates at that time?—A. O, well, a manufacturer could sometimes reasonably do that under certain circumstances. In our business we do not do much in the winter, for instance. If we desire to keep our doors open and our men at work, we accumulate large stocks and run out a great deal of money, and a man can come along in the winter, and when a large amount of pipe was paid cash for, we would sell it to him on the same principle that manufacturers sometimes send goods to auction; to receive the money on it, no matter what the cost was. We want the ready money; we will sell at a large loss oftentimes, and, under such circumstances as that, manufacturers would sell at those prices, probably. Then, again, there are years when business is very dull and trade fluctuates; not much building going on. Those years we accumulate a large stock if we run and keep our men under shelter or about us, and we are more disposed to sell out in any of those years, even losing money on it, so as not to get our men scattered or our machinery stopped.

Q. Would you call the rates thus indicated as having been procured by the board of public works, high or low, at that time?—A. We would call them very low. Here, among the manufacturers, they are called sheriff prices.

Mr. STANTON. I would like to put in evidence the price-list of these particular articles.

By Mr. JEWETT, (to the witness):

Q. What is the object of that price-list?—A. To sell the goods by.

Q. What is the object of the association?—A. To limit discount from becoming too high and ruining manufacturers.

Q. Point in that list to the discount limited.—A. There is no discount mentioned on our list; it would not be policy to do it.

Q. Who was it who had made a proposition, or to whom it was reported a proposition had been made, about which you inquire as a member of the association?—A. Messrs. Link & Black, one of the largest houses in the United States.

Q. Where are they located?—A. In Philadelphia.

Q. How much lower was their proposition than the price-list at which you sold?—A. Than the prices at which I actually closed with the board?

Q. Yes.—A. Well, I should judge roughly that it would net them about 20 per cent. less than I furnished the board at; just roughly, unless you want it exact.

Q. Why did you inquire?—A. I received information of the fact, and it then became my sworn duty to investigate it. It was really a complaint against that house.

Q. A complaint of what?—A. That in the year 1871 they had violated their pledge to the association, and sold at less than the association allowed.

Q. What was the price allowed by the association in 1871?—A. The price is in that price-list that I handed to you, and to certain trades there was a certain discount allowed for.

Q. Is that mentioned in the paper?—A. No, sir; we don't mention that. This is our card-price to consumers.

Q. What was that discount?—A. To plumbers, architects, and builders we allowed fifteen per cent. for cash.

Q. Messrs. Link & Black, according to the rumor, had allowed a larger per cent.?—A. Yes, sir.

Q. You were a sworn officer of the association?—A. Not at that time; not in 1871. I was not, but at the time this complaint was received I was.

Q. Were you at the time you made a sale to the board of public works?—A. I was; yes, sir. Do you mean was I an officer?

Q. Yes, sir.—A. No, sir. I was a member of the association.

Q. A member of it, and bound by its rules?—A. Yes, sir.

Q. And as such you had a right to complain of Mr. Link?—A. Yes, sir; as members we have a right to complain of each other for everything and anything.

Q. Upon what principle did you sell at a discount of 40 per cent.?—A. When the association met in 1871—we always met in December—I asked a special dispensation from the association to furnish the board of public works in Washington at lower than association rates, for a certain reason, and the association granted it to me and to all the members alike. That lowered the price in this market very much indeed.

Q. What was the reason?—A. The reason was that we had competition with foreign pipe.

Q. Any more competition here than elsewhere?—A. Well, I think there was, for the reason that this was a very large matter in our line, and we imagined that the importer of foreign pipe wanted it all, and we did not want him to have it all.

Q. Were the Messrs. Link & Black members of the association at the time you got that dispensation?—A. Yes, sir.

Q. Did they make any bid?—A. I do not think they did, for sundry reasons. I am pretty sure they did not.

Q. Had you an agent residing in Washington?—A. No, sir; not at that time.

Q. Were you acquainted with a Mr. Wall?—A. I was acquainted with a Captain Wall.

Q. Had you any business relations with him?—A. At that time do you mean?

Q. At any time.—A. O, yes, since he left the board of public works' employ he has been in my employ.

Q. Previous to his leaving the employ of the board of public works,

had you any business relations with him?—A. No, sir; none at all, except that I thought that he was a very quick business-man, and he was the party—he was the officer of the board of public works that I came more immediately in contact with in having my account settled.

Q. Did you not come more immediately in contact with him before making your contract?—A. I never laid my eyes on him before the contract was consummated, that I know of.

Q. Nor any agent of yours?—A. Well, sir, I cannot answer for that. Mr. Jenkins might have seen Captain Wall; but not that I know of. The first that I heard of Captain Wall was, I think——

Q. Did Mr. Jenkins or any other person communicate to you the fact that Captain Wall was representing you in your negotiations with the board of public works?—A. No, sir; positively not. The first I heard of Captain Wall was about three or four months, I think, after we began to supply the goods, and then when I came down to see how the goods were getting along, and what was the amount due us, &c., I was referred to Captain Wall as the superintendent of property. Then I came in contact with him, and found that he was a very quick man and shrewd.

Q. How long were you engaged in the delivery of these pipes?—A. I think we commenced in January of 1872, and our final shipment was made in some part of 1873—June, July, or August.

Q. And that inducement for selling so low was cash?—A. Yes, sir.

Q. What do you mean by cash?—A. Well, when we business-men talk of cash without any modification to it, we mean cash inside of thirty days; that is, we allow thirty days as a courtesy to examine bills and goods and so on, and the cash to be at the place of sale within thirty days after shipment or delivery.

Q. Do you mean cash within thirty days after the delivery upon each order?—A. Yes, sir.

Q. You commenced your deliveries January, 1872?—A. Yes, sir.

Q. And ended some time in 1873?—A. Yes, sir.

Q. When did you receive your first cash payment?—A. I cannot give you the exact day. The payments were very prompt.

Q. How long did they continue prompt?—A. They continued prompt, I think, up to January—somewhere about January, 1873, as near as I can remember without my books; I could tell exactly with my books.

Q. Then you are pretty well paid up?—A. We were pretty well paid up in cash. There is about \$12,700 or \$13,000 that we took in sewer-certificates, which we do not call payment yet.

Q. When you speak, then, of not being paid by a bushel, you exaggerate, do you not?—A. I do not think that was the question which that answer applied to; I think they asked if we got all what was agreed to be paid, or got all that these contracts would amount to in cash; that is, if we got all.

Q. You said not by a bushel?—A. Yes, because there were a great many deductions made from me; so much so, that it netted quite a heavy loss, and made me very indifferent about going on with the thing at all. The fact is, prices straight through were too low for any first-class manufacturer to live by; the board of public works could not buy those goods, as a regular thing, in the market at those prices. Our coal, wages, and clay would not allow us to sell them and make a profit—not by a long shot. The board of public works came into the market at a very favorable time for them. There were seventy or eighty houses in the United States turning out large lots of goods, and trade was very dull, and we were very eager to sell so as to get money to pay men. That is about the secret of it. I started the low prices, and the western



men, in order to get a share in the matter, went a trifle under me; but none of us were very particular; none of us would have died of grief if they had cut off our contract at any time; we considered them very low prices, indeed.

By Mr. WILSON:

Q. What time did Mr. Wall come into your employ?—A. I cannot tell you the exact date. It was three or four or five months after he was out of the employ of the board of public works.

Q. Can you give us the year and the time of the year?—A. I think it was in January, 1873.

Q. That he went into your employ?—A. Yes, sir.

Q. In what way was he in your employ?—A. He was my traveling agent and salesman.

Q. Did he make any sales to the board of public works for you?—A. I think there was a sale made in 1873. This last shipment that I am speaking of here—one or two of the last shipments.

Q. What was the extent of that sale?—A. Seven or twelve thousand dollars; I don't know which. Some small amount.

Q. Did you pay him a percentage on the sales?—A. No; I paid him a salary and traveling expenses.

By Mr. STANTON:

Q. You speak of deductions having been made by the board of public works: what were they for?—A. The board were very strict in their inspection of the pipe, and any pipe that had the slightest defect was thrown out without mercy. The same pipes engineers in the North would readily put under the ground was refused by these engineers and inspectors here, and they left them on our hands; sometimes as much as \$500 or a \$1,000 taken off of a settlement for pipes rejected.

By Mr. WILSON:

Q. Were not, afterward, pipes which had been rejected, taken by the board?—A. Not that I know of. Quite a number remain on our hands yet.

By Mr. STANTON:

Q. Will you look at this list and find the prices and kind of pipe indicated in this price-list of Link & Black?—A. For the 12-inch pipe, that is down in this printed testimony of Mr. Evans at 55 cents a foot; our card-price is 80 cents. The 15-inch pipe in the printed testimony at 90 cents a foot, in our card-price is \$1.25 a foot; the 18-inch pipe, in the printed testimony \$1.15, is in our card-price \$1.60; the 12-inch bend, in the printed testimony at 80 cents per foot, is \$3.75 a piece in the card-price. The 12-inch double t's, at 80 cents per foot, would rate, one size of them, about \$2.75 a foot. The 15-inch bend, at \$1.10 per foot, card-price, is \$5 a foot. The 15-inch double t's at \$1.10 per foot, part of them would be somewhere about \$3 or something over a foot. The 18-inch bend, at \$2 per foot, card-price, is \$7.50 per foot. The 18-inch t's, at \$2 per foot, one size of them is \$3 a foot. The 18-inch double t's, \$2 a foot, rate at the card price something over \$4 a foot, should judge.

By Mr. CHRISTY:

Q. Did you have a contract with the board of public works?—A. Well, we had a contract in a way. We did not have a definite written formal contract. We proposed to furnish them goods at a certain price.

Q. Was that proposal in writing?—A. It was, sir.

Q. Filed with the board of public works?—A. I cannot answer personally. I am not personally cognizant of that fact, whether it was filed; but it was in writing, and the board of public works would not accept our figures, but cut them down very much, and said we could furnish at that price if we chose.

By Mr. STANTON:

Q. That is at the reduced price?—A. Yes, sir; they cut down our figures very much, even more than I supposed. Then they gave us permission to furnish goods at their rates. It was so low that I could not bind myself to furnish in any amount, and I suppose the tacit understanding was that I should furnish what I chose under those prices.

By Mr. CHRISTY:

Q. Then the board finally, refusing to make the contract at the price that you indicated, did determine to accept, provided you would furnish at another price indicated by them?—A. Yes, sir.

Q. Was that resolution of the board, or determination of the board, transmitted to you in writing?—A. I think it was. It was the certified copy of that portion of the minutes of the board that I considered made the contract. I did not ask for anything more definite or formal, because, at those tremendous low prices, I did not want to be bound to furnish any given quantity; so I just took the matter as it was. They furnished us a certified copy of the minutes.

Q. And it was under that that you furnished so much pipe as you did furnish?—A. Yes, sir.

Q. And no other contract?—A. And no other contract.

Q. I understand you to say that you received a dispensation from your association to furnish to the board of public works of the city of Washington certain pipe?—A. Yes, sir.

Q. Was that at the rates that they subsequently agreed to receive your pipe for, or the rates that you first proposed to furnish for?—A. The association, in giving all of the different members the right to sell to the board of public works, did not fix any rates, but gave them permission to do as they pleased, or, as it was rated, their right to go to the devil in their own way.

Q. That also included the firm of which you complained—Link & Black?—A. Yes, but this was 1872, not 1871—the year they were alleged to have made this offer.

Q. This contract was in January, 1872?—A. Yes, sir.

Q. Then your first purpose was to exclude from this market foreign pipe; that induced you to offer at these low rates?—A. O, yes—no, sir, you are wrong there. It was not altogether the motive.

Q. That was one of the motives?—A. We had our pipes to sell. The manufacturers, at the end of the first year of the association, complained that trade had been dull and their stocks had run up on their hands. This binding of prices had kept them there. They then alluded to the fact that there was a large contract in the Washington market which, unless the prices were unloosened, the importer of foreign pipe would certainly take out of their mouths; and these two reasons, the surplus of stocks and the want of money and the desire to beat the importer of foreign pipe, caused the association to grant the members the right to do as they pleased down here.

Q. So those were the motives operating upon your mind in January, 1872?—A. About those motives; yes, sir.

Q. Then you continued to furnish pipe at those rates until July, 1873?—A. Yes; off and on.

Q. With a contract, as you understood it, that did not bind you excepting at your own volition?—A. Yes; just so.

Q. Did all these three causes that combined to induce you to make this offer, continue until July, 1873?—A. No, sir; it was like an intermittent fever; sometimes it was, and sometimes it was not.

Q. Then why was it that you furnished at such times as this intermittent fever was upon you?—A. Well, whenever we got a heavy stock of goods on hand and got very low in pocket, we would come down here and replenish a little.

Q. So I understand you to say that these rates at which you furnished these pipes were really unprofitable to you?—A. Yes, sir; decidedly so.

Q. And yet you continued, after the causes had been interrupted or entirely suspended, to furnish until July, 1873?—A. No, sir; I did not continue when the causes were not in force. As long as the low pocket and high state of the stock was in force we would continue to sell here.

Q. Do you mean now that when you found that you had a market elsewhere that you then refused to furnish them material?—A. Well, we did not refuse to, but we became very indifferent about it.

Q. You neglected?—A. Well, we did not neglect; we were not bound to deliver any quantity. As I told you, I would not have taken a contract at those prices to deliver ten cents' worth, let alone \$100,000 worth. The contract was given to us in that way. "These prices we know are low. If you want to furnish them, go ahead. You can stop when you want to; we will stop when we want to." That was the only way.

Q. So, in fact, you had no contract binding upon either party?—A. No, sir; only what price was to be paid for them and where they were to be delivered was all the contract.

Q. When was the first pipe thrown out of which you speak?—A. Well, I cannot tell positively, but I am sure it was thrown out promptly on the arrival of the first cargo or first car-load. There was never much delay about throwing it out.

Q. Was that during Mr. Wall's connection with the board?—A. Yes, sir; I am sure it was, because Captain Wall from the first time that I came in contact with the board of public works was their superintendent of property, I think.

Q. When he went out of their employ, or subsequent to that time, you employed him yourself?—A. Yes, sir.

Q. Among other duties that he had was to secure sales of pipe in this city?—A. No, sir; all over the United States—all over the world.

Q. Among others, in this city?—A. Yes, sir.

Q. And as your agent he did make a sale here?—A. O, he made a hundred of them.

Q. I mean to the board of public works he made one?—A. He made one; yes, I think it was one of them.

Q. But at that time your contract had been rescinded with the board of public works, had it?—A. No, it had not been rescinded. As I told you, we became indifferent about furnishing the goods—kind of dropped off.

Q. Did not Mr. Wall obtain from the board of public works a considerably higher price for the pipe than you would have obtained if you had furnished under your contract?—A. No, sir, not the value of a rotten feather.

\* Q. Well, why was it that he had to make a new contract, while the



other was in force? When did you, in fact, rescind it?—A. This is the first knowledge I had that he made a new contract.

Q. What do you mean when you state that he made sales to the board of public works?—A. I do not know that he made any contract. I never heard tell of it. He received an order from the board of public works. That is the proper term. We had considerable work on hand. The board of public works were doing some of the tallest pipe-laying that ever I heard tell of, using up thousands of feet a day, and I presume they asked Captain Wall if we had any, and we said we had. "Was Mr. Wilson willing to furnish at the old price?" He wrote to me would I do so. I looked over my stock and bank-account, and I thought I had better furnish a little and get some money.

Q. That was in 1873, was it?—A. Yes, sir; that was in 1873. There was no new contract; no new bargain or negotiation at all.

Q. None of these reasons operating on your mind, and yet upon the application of Captain Wall you furnished pipe at the old rates to the board of public works, because they were then paying money for the pipe. Is that true?—A. On the *application*? He had nothing to do with applying to me to do it. He merely transmitted to me what information he gathered in the market, and then it became me to do or not to do as I pleased; that was all. He wrote to me that the board of public works would now receive some more pipe if I was willing to furnish it.

Q. What time in 1873 was that?—A. I cannot tell you exactly the date.

Q. Were they in fact paying cash for pipe at that time?—A. So I understood, and I understood up to the minute that bonds were put in their hands. In fact, when he received the bonds, I got a telegraph from him which read, "\$10,000 cash," and I supposed it was cash.

Q. When was this?—A. It was somewhere about the first of September, 1873; I remember that particularly; I was going away, and wanted the money at the time.

By Mr. STANTON:

Q. You considered the arrangement effected by the board of public works a pretty shrewd business operation on the part of the board?—A. I think it was; I think they bought their goods lower in our line than they could—than anybody else could have bought, or will again be able to buy for a long time, until our wages and coal come down very much. The wages in our business being very low-priced, it is not probable they will ever come down.

Mr. LEWIS CLEPHANE recalled.

By Mr. WILSON:

Question. Have you those books?—Answer. I have those books.

Q. Where are they?—A. They are here.

Q. Let me look at them.

The WITNESS. I desire to say to the committee just here that I should be very glad to furnish those books to the committee for their personal inspection, and would be very glad to have them examine them thoroughly; but I have very decided objections to other parties outside of the committee examining them, unless the committee, after examination, shall deem it desirable to have them do so. There are private business transactions, and I would like for the committee to examine them all thoroughly, and then, after that examination, if they think they should be made public, I am perfectly willing they should be.

Mr. MERRICK. You are very complimentary, Mr. Clephane.

The WITNESS. I think you will see the justice of my objections to having books of a private business corporation made public.

Mr. MERRICK. I do not. It seems to me a needless imputation upon the counsel who are concerned in this case.

The WITNESS. I desire to say that it is not an imputation at all upon counsel; but these things often get into the newspapers, and it is very unpleasant to have private matters spread before the public.

Mr. MERRICK. You do not discriminate between counsel and anybody else.

Mr. CHRISTY. He does, now. I am perfectly willing that the committee shall be subjected to the labor of examination, if they are willing to undertake it, for I have every confidence in their intelligence.

The WITNESS. These books relate to purely business operations, and it is not at all pleasant to have one's private business spread abroad throughout the country.

Mr. WILSON. Let us have the books.

The WITNESS. Here they are, (producing the same.)

Mr. CHRISTY. We are willing to accept the books on any terms. All we wanted was to get them.

The WITNESS. I will state that the ledger is here, and the record-book, containing the proceedings of the company from its very organization, and also the stock-book.

Q. Did you bring any of the books and papers you received from Mr. A. M. Smith?—A. Yes, sir.

Q. Are your dividends in these books?—A. Yes—everything.

Q. Where are the original articles of association, or papers under which this Metropolis Paving Company was organized?—A. They are all in that volume. That contains the whole record, (referring to the secretary's book of the Metropolis Paving Company.)

Q. The first thing I find here is the by-laws. In what way was the company organized?—A. It was organized as a stock-company.

Q. Where are the papers showing who were the original subscribers to the stock?—A. I suppose it is all in the stock-book. I think the original names are mentioned there.

Q. Did not you have any articles of association?—A. We had the general incorporation act.

Q. Where is that?—A. That is on file at the court. I believe it has been entered in our proceedings somewhere.

Q. Were there articles of incorporation?—A. There were.

Q. Were these articles of incorporation signed?—A. Yes, sir.

Q. Do you remember by whom they were signed?—A. The names are given in that paper.

By Mr. WILSON :

Q. Where is that paper?

Mr. MATTINGLY. I think it is appended to the first charge. On pages 292 and 293 of the record is the following statement :

\* \* \* \* \*  
“ The CHAIRMAN. You want to offer in evidence the articles of incorporation of the Metropolis Paving Company ?

“ Mr. CHRISTY. Yes, sir.

“ Mr. STEWART. I would like you to give the names in this connection.

“ Mr. CHRISTY. I will read them. They are Lewis Clephane, Richard B. Mohun, John L. Kidwell, Moses Kelly, William S. Huntington, Samuel G. Young, Hallet Kilbourn, A. S. Solomons, and Addison M. Smith.”

The following is the copy of the certificate of incorporation on file in the office of the register of deeds :

*Incorporation certificate of the "Metropolis Paving Company," recorded October 14, 1870, 12 m.*

This is to certify that we, Lewis Clephane, Richard B. Mohun, John L. Kidwell, Moses Kelly, William S. Huntington, Samuel G. Young, Hallet Kilbourn, Adolphus S. Solomons, and Addison M. Smith, have organized and formed a company, to be known by the name of the Metropolis Paving Company, the objects of said company being the laying of all kinds of pavements, the grading of streets and avenues, the laying of footwalks and setting of curbstones, and all work pertaining to improvements of this character, within the limits of the District of Columbia. That the term of the existence of the said company shall be ten years, commencing from the date hereof. That the capital stock of the said company shall consist of two hundred thousand dollars, (\$200,000,) divided into two thousand (2,000) shares of one hundred dollars (\$100) each. That the trustees to manage the concerns thereof for the first year shall be nine in number, namely : Lewis Clephane, Richard B. Mohun, John L. Kidwell, Moses Kelly, William S. Huntington, Samuel G. Young, Hallet Kilbourn, Adolphus S. Solomons, and Addison M. Smith.

The place of carrying on the business shall be in the city of Washington, in the District of Columbia.

In testimony whereof we have hereunto set our hands and affixed our seals on the 13th day of October, A. D. 1870.

LEWIS CLEPHANE,	[SEAL.]
RICHARD B. MOHUN,	[SEAL.]
JNO. L. KIDWELL,	[SEAL.]
MOSES KELLY,	[SEAL.]
W'M S. HUNTINGTON,	[SEAL.]
SAM'L G. YOUNG,	[SEAL.]
HALLET KILBOURN,	[SEAL.]
ADOLPHUS S. SOLOMONS,	[SEAL.]
ADDISON M. SMITH,	[SEAL.]

[Stamp 5 cents.]

DISTRICT OF COLUMBIA,

*County of Washington, to wit :*

I, Nicholas Callan, a notary public in and for said county and district, do hereby certify that Lewis Clephane, Richard B. Mohun, John L. Kidwell, Moses Kelly, William S. Huntington, Samuel G. Young, Hallet Kilbourn, Adolphus S. Solomons, and Addison M. Smith, parties to a certain certificate of incorporation bearing date on the 13th day of October, A. D. 1870, and hereto annexed, personally appeared before me, in my county aforesaid, and then and there acknowledged the same to be their and each of their act and deed, for the objects therein set forth.

Given under my hand and notarial seal this 13th day of October, A. D. 1870.

[NOTARIAL SEAL.]

N. CALLAN,  
*Notary Public.*

This is to certify that the within is a true and verified copy of an act of incorporation as recorded in liber Deeds of Incorporations, fol. 96 *et seq.* of this office.

WASHINGTON, D. C., *February 15, 1872.*

[SEAL.]

S. WOLF,  
*Recorder.*

Mr. WILSON. I want to read one or two paragraphs from this book. I read from the meeting held on Friday, October 14, 1870 :

Mr. Kilbourn stated that 15 interests were represented in the company, of which number 12 only were at present available for assessment, and moved that each interest, for the purpose of assessment, be fixed at \$10,000, and that an assessment of 20 per cent. be made on such stock, 10 per cent. to be paid on Tuesday next, the 18th inst., and the balance upon call of the president. Adopted.

A. Yes, sir; there were twelve of us, I think, and we divided one hundred shares to each of the original corporators.

Q. There were fifteen interests, according to this, who in your judgment were available for assessment?—A. Yes, sir.

Q And for purposes of the assessment each interest was fixed at \$10,000?—A. Yes, sir.



Q. Now, was that 20 per cent. paid ?—A. Yes, sir, subsequently—10 per cent. was paid in at the time.

Q. And afterward 10 per cent. more ?—A. Yes, sir.

Q. That would not make \$40,000, as you said the other day, but \$20,000 ?—A. I said 20 per cent. of the entire stock. It was all paid afterward. You see the stock was not all delivered at that time.

Q. The whole capital stock was \$200,000 ?—A. Yes, sir.

Q. And that was divided into shares of \$100 each ?—A. Yes, sir.

Q. Was there any other assessment upon the capital stock than that 20 per cent. ?—A. No, sir.

Q. Then the whole amount that was paid in was \$20,000—the paid-up capital was \$20,000 ?—A. No, sir; 20 per cent. on the entire capital. There was stock distributed about that time. The whole stock was distributed, and 20 per cent. called in on it, which made the \$40,000 on the \$200,000.

Q. When was that done ?

The WITNESS. The 20 per cent., do you mean ?

Q. No, I am speaking about the time the other stock was distributed.—A. I think you will find it in the records there, somewhere.

Q. I will read from the record of January 9, 1871:

On motion, it was ordered that the following amounts of stock be distributed among the following parties, namely:

C. C. Chaffee, 100 shares; R. M. Hall, 25 shares; T. L. Tullock, 25 shares; W. J. Murtagh, 25 shares; C. S. Noyes, 25 shares; S. H. Kauffman, 25 shares; L. Clephane, trustee, 25 shares; L. Clephane, trustee, 50 shares; L. Clephane, trustee, 100 shares; L. Clephane, trustee, 100 shares; leaving a balance undistributed of 300 shares.

Q. Did that distribute the whole of that \$200,000 of stock ?—A. Yes, sir.

Q. Were these parties assessed on this stock ?—A. Yes, sir.

Q. What amount ?—A. Twenty per cent. of the stock.

Q. I will read again:

On motion, it was ordered that the assessment of 20 per cent. on the stock heretofore made be extended to cover all the stock of the company, and that the balance of the stock unappropriated be distributed among the original twelve stockholders.

What stock was that—that three hundred shares ?—A. These twenty-five additional shares, and distributed to each of the original twelve shareholders.

Q. I will read again:

Mr. Huntington moved that as soon as the condition of the finances justified, the president be authorized to declare a dividend of 20 per cent., payable in scrip, or otherwise, at the discretion of the president. Adopted. On motion, the meeting adjourned.

Was there ever more than 20 per cent. paid on this stock ?—A. No, sir.

Q. Was that 20 per cent. paid in cash, or was it paid in scrip dividends of 20 per cent. ?—A. It was paid first in cash, but did not remain long, because we soon declared a dividend, after we got through with the work on Pennsylvania avenue. It was soon paid back.

Q. Were you then at work on Pennsylvania avenue ?

The WITNESS. What is the date ?

Q. This is the 9th of January, 1871.—A. No, sir; we had gotten through at that time; finished up.

Q. If you had gotten through at that time, what was the occasion for levying a 20 per cent. dividend on this stock ?—A. We had completed the work, but had not received the pay.

Q. What was the occasion for calling in the 20 per cent., requiring

the parties to pay in 20 per cent. in money?—A. Simply to distribute the stock to the parties in interest and make it stand on the same footing. The original twelve had paid in and we thought the others should pay also. And, in fact, we needed some money at that time to help us to meet our engagements.

Q. And then you made a dividend of 20 per cent.?—A. Yes, sir; which brought that all up—which wiped that all out—paid back all that was paid in.

Q. I see that there were two hundred and seventy-five shares distributed to you as trustee?—A. Yes, sir.

Q. For whom did you hold those shares?—A. I hold them in trust for the company—certain parties. They left it optional with me to dispose of that stock, and they made it to me in order to wind up the whole concern, and made it to me as trustee, and left it optional with me to dispose of it.

Q. I don't know as I entirely comprehend you.—A. I say the whole stock was distributed at that time, and this extra stock was placed to me as trustee. The fact was that there were a good many parties who claimed that they must have some stock in the company, as they wanted it. It was very desirable stock to be had, and some parties who wanted it we didn't desire to have in the company, so the whole thing was made to me as trustee, with power to use it as I might think best.

Q. What did you do with it?—A. I used most of it; some of it I retain.

Q. What did you do with this stock?—A. The stock-book there will show how all of the stock was disposed of.

Q. Cannot you tell us who got that stock?—A. I really have forgotten; it is there. I hold some of that stock as trustee yet.

Q. Do you hold the whole of it?—A. No, sir.

Q. To whom did you transfer it?—A. I really forget. It is in there—you will find it there, toward the last. [Pointing to stock-book.]

Q. Did you pay up 20 per cent. on this trustee stock?—A. Yes, sir; it is all paid up.

Q. Was that paid with your own money, or money out of the company?—A. It was paid up with money out of the company.

Q. Company's stock?—A. Yes, sir; and paid back when the parties got the stock.

Q. Did you transfer it to parties, and then did those parties pay in their 20 per cent.?—A. No, sir; I held that stock a long while before I gave it out.

Q. Who did you give it out to?—A. Well, I think there was some of it given to a man by the name of Spicer, and, I think, Mr. Evans got some of it—John O. Evans. I can tell you by looking at the stock-book.

Q. Here are 100 shares. This was transferred May 3, 1873, to Samuel Emery. Where will you find Samuel Emery's account?—A. In the ledger.

By Mr. JEWETT:

Q. What was the par value of the stock?—A. One hundred dollars a share.

Q. Did Samuel Emery ever pay for that stock?—A. Yes, sir; he paid the 20 per cent. You will find it in my name and then transferred.

Q. I find here a charge against Samuel Emery for 100 shares of stock, July 24, 1873.—A. It is transferred on the books there in May.

Q. These are your books?—A. Yes, sir.

Q. How is it transferred in May and you don't charge him with it until July?—A. I don't know why that was. You see we were not doing a regular business at that time, and I suppose probably I may have neglected to enter it.

Q. When did you declare a dividend of 25 per cent.?—A. That was in October last, likely.

Q. I find here under the same date, July 24, he is charged with a dividend of 25 per cent.—A. That is the dividend of 25 per cent. We have declared altogether 35 per cent.

Q. You say in October. It is charged here July 24, 1873.—A. I don't know how that can be. I think it was in October we declared that dividend of 25 per cent., at the time we decided to wind up the company.

Q. State where I can find where Mr. Emery paid you anything for that stock.—A. You will find it charged to me in my account, I guess. It is to me as trustee, and then transferred afterward.

Q. It is charged to you as trustee, but in your hands it belonged to the company?—A. No, sir.

Q. You held it for the company?—A. I held it in trust and to be paid in, the same as any other stock—20 per cent. on it. I simply transferred to him.

Q. I understood you to say to Judge Wilson, a moment since, that whatever you paid on account of this stock was out of the moneys of the company.—A. It was not exactly out of the moneys of the company. I held it, and I accounted for all the stock the same as I would if I held it individually.

Q. Do you mean so far as any assessments were made on this stock held by you as trustee, that you paid for it out of your individual moneys?—A. Yes, sir. I held the stock entirely myself until it was transferred.

Q. But that is not the question as to your holding it. It shows here you held it as trustee. Now as trustee for whom?—A. Well, it would be as trustee for the company.

Q. Now as trustee for the company when an assessment was made upon it you paid that assessment as trustee of the company?—A. Yes, sir.

Q. You paid it out of the moneys of the company?—A. Yes, sir; and it was all paid back prior to Mr. Emery getting that—the whole of that money. At first you see the whole stock is credited with 20 per cent. paid in. So that before he got it, it was all balanced up so far as the payments of the 20 per cent. were made.

Q. Then when you transferred this stock to Mr. Emery?—A. He got 25 per cent. of the profits.

Q. When you transferred this stock to Mr. Emery you, as trustee of the company, had received from the company in dividends the full amount which you had paid on account of the stock as such trustee?—A. By assessment. You will find that the stock-account was all balanced up long before that by the dividends paying for it—20 per cent. on each share of the stock, and I held, of course, that dividend on that stock as well.

Q. Then when you came to transfer to Mr. Emery you gave him that stock for nothing?—A. He comes in then for the profit.

Q. You, at the same time, gave him a credit for \$2,500 as a dividend of that stock?—A. On the profit.

Q. As dividends on that stock?—A. Yes, sir.

Q. Then was the property of the company at that time equal to the amount of its capital stock in value?—A. We really had no property.



We had paid back all that had been paid in, and what we had there were the profits of the company, which we were dividing and have been dividing, at the rate of 35 per cent.—25 per cent. at that time and 10 per cent. since that, making our profits about 40 per cent.—5 per cent. we hold for expense of keeping pavement in repair.

Q. I do not find any record of the 10 per cent. dividend of Mr. Emery?—A. It has not been paid. The credit of 25 per cent. is there, I believe.

Q. Then you gave this stock to Mr. Emery without any consideration?—A. It virtually cost him nothing.

Q. Turn to the next. That disposes of one hundred shares of this stock. You have disposed of one hundred shares of this trustee-stock. To whom did you give the rest?—A. I see the other is held by Mr. Evans. I see it has not been transferred yet.

Q. To whom did you give it?—A. I think it was given to him. He owns a great deal of stock which has never been transferred on this book here—stock which was bought from different parties.

Q. Did he buy from you as trustee?—A. Yes, sir.

Q. What did he pay you?—A. He paid the 20 per cent. in.

Q. When was that?—A. That it is hard for me to remember. It was a long while back.

Q. Does the stock still stand in your name?—A. Yes, sir.

Q. You have never transferred that?—A. No, sir.

Q. What was the next transfer you made?—A. I think these are all. I think 50 shares and 25 shares are all. The other I have. The one hundred shares I still hold.

Q. Do you hold that for the benefit of the company?—A. For the benefit of the company. It has never been disposed of.

Q. Do you hold it for the benefit of any individual?—A. No, sir; I calculate to have that myself.

Q. Why did you give Mr. Evans shares of stock?—A. We thought he was a good man to have in with us.

Q. Was he not a stockholder previously?—A. No, sir; I think not. I do not know that he appears here at all on the books. He bought a lot of stock, but I do not think any of his stock has really ever been transferred. Yes, here is one place I see, "Transferred from stock No. 15." That is stock that he bought from Moses Kelly; "14" is also stock from Moses Kelly—fifty shares each.

By Mr. JEWETT :

Q. There are no such accounts or transfers of fifty shares each here?—A. I say it has not been transferred on the books. He holds the stock, but it has never been transferred on the books of the company at all.

By Mr. BASS :

Q. You have an account of it?—A. Yes, sir.

By Mr. JEWETT :

Q. There is an account, I see here, with Mr. Evans for eighty-four shares of stock. Were you the secretary of the company?—A. No, sir.

Q. Did you issue that stock?—A. The stock was issued to him.

Q. By you?—A. By the secretary.

Q. From whom?—A. There is Moses Kelly, fifty shares, No. 14; and Moses Kelly, No. 15, fifty shares; he has one hundred shares in all. That eighty-four might have been prior to this last. This was May 23, 1872.

Q. And this stock was all put into your hands as trustee, with full authority to dispose of it as you pleased?—A. Yes, sir.

Q. And you gave it away without any consideration?—A. Some of it I gave away without any consideration. I took Mr. Evans in, and he paid just exactly what was paid in, twenty per cent.

By Mr. STEWART :

Q. Did he come in before the money was earned; did he advance it?—A. No, sir.

By Mr. JEWETT :

Q. If he paid the 20 per cent, you paid it back to him again?—A. I hold that 20 per cent. There was nothing paid on it at all. The whole stock was wiped out.

By Mr. WILSON :

Q. He got 25 per cent. profit, and the stock besides, for nothing?—A. Yes, sir.

By Mr. JEWETT :

Q. It says, "leaving balance undistributed of 300 shares." What became of that?—A. That was distributed among the twelve original stockholders. It all shows here.

Q. Without any consideration whatever?—A. Yes, sir.

Q. How much stock did Mr. Murtagh have?—A. Twenty-five shares.

Q. Did he ever have any more than that, either directly or indirectly?—A. No, sir.

Q. What did his stock cost him?—A. The same; twenty per cent.

Q. Was the result of his operation exactly the same as these other gentlemen?—A. No, sir; he was one of the original stockholders at the time of that distribution.

Q. Has he transferred his stock?—A. Yes, sir.

Q. To whom?—A. To the First National Bank, I think. It has never been transferred on our books, however. I paid Mr. Swain, cashier of the First National Bank, the dividend.

Q. How much stock did Mr. Noyes have?—A. Twenty-five shares.

Q. Is that all he ever had?—A. Yes, sir.

Q. His was the same?—A. Yes, sir.

Q. Does Mr. Noyes own his?—A. I think he does. I do not know of any transfer.

Q. Do you know whether Mr. Emery held his stock on his own account, or somebody else's?—A. On his own.

Q. You knew nobody else in the transaction?—A. No, sir. The way Mr. Emery came to get this, he claimed to be originally in the Ballard interest. There was a considerable fight as to whether we should let him have it at all. Mr. Emery claimed that he was entitled, from the fact of being connected, or having an interest in the Ballard Company. We declined to let him have it when we first organized.

Q. Was there any 20 per cent. paid him on these 300 shares?—A. No, sir; that was paid out. I will state that in that matter we twelve had to carry the whole machinery on, pretty much, and they raised the money on it, and we made an assessment on them, and considered it 20 per cent. We made a loan merely for the company.

Q. So that that 300 shares with the profits of it were distributed to the original twelve stockholders, without any consideration being paid by them?—A. Without any additional consideration.

Q. What was the real reason for winding up this company?—A. Well, the real reason was that we did not think that Mr. Shepherd was favoring us at all. He felt, I think, a delicacy about favoring us because of our combination.

Q. You hadn't lost much?—A. No, sir; there were so many in it that when we divided it up we didn't consider that it was paying us, and that we could do better—we who were active in the concern and running the whole machine. We thought we could do better for ourselves.

Q. Wasn't this the real reason, that you had some parties to whom stock had been distributed in the manner which you have indicated, and whom you regarded as dead-heads in this business, and that you wound it up for the purpose of preventing them from getting further profits from the business?—A. No, sir; that was not the cause.

Q. Was that matter never discussed among you?—A. Yes, sir.

Q. Did that have nothing to do with your winding up of this concern?—A. It might have had something to do with it.

Q. Didn't it have a great deal to do with it?—A. It had a great deal to do with it; there is no doubt about that. I didn't feel, myself, like carrying the whole machinery on myself, advancing money and having all the trouble, when I could do it by myself, individually, and receive a great deal more profit from the labor and expense thus incurred.

Q. There was some money you have not yet distributed?—A. Yes, sir.

Q. What have you done with it?—A. I have it.

Q. Have you had it in your possession all the while?—A. Yes, sir; not money, however, but certificates.

Q. Have you loaned any of it to anybody?—A. No, sir.

Q. Never?—A. No, sir.

By Mr. BASS:

Q. Can you tell by this book what the gross amount of your contracts were with the board?—A. Yes, sir.

Q. How much were they?

By Mr. WILSON:

Q. In that connection I desire to ask you another question. I see by the record that all contracts are to be made by the president in the name of the company. Was that done?—A. I think not. I made them individually—most of them.

Q. What is the reason of that when your records require that you should do so?—A. I do not know of any particular reason; I had to furnish the bond, &c. I do not know that I had any particular reason for doing it.

Q. Was your company assenting to the taking of contracts in that form?—A. Yes, sir; they had no objection to my doing it.

By Mr. BASS:

Q. As appears by this statement, the gross amount of your paying contracts done in this city was \$595,805.93. That is correct?—A. Yes, sir.

Q. The profits of your company were \$80,000?—A. Yes, sir; making about 17½ per cent. on the entire work done by the company in Washington City.

By Mr. MATTINGLY:

Q. How much of that was done under the board of public works?—A. Only \$330,000 of that was done under the board of public works.



The other was done under the commission appointed for the paving of Pennsylvania avenue and M street. We received, as I stated the other day, for Pennsylvania avenue, \$3.95 and \$3.75, and for M street \$3.10, which is a much higher rate than was paid by the board. I have shown our profits to be much greater upon what we did before the board came into existence than afterward. It appears in the testimony how much I have done for the board of public works. It does not appear in the testimony what I did previously to that time.

By Mr. MERRICK :

Q. Does that represent your individual contracts, or the aggregate ?—

A. Both.

Q. How much was the company's contract ?—A. The company's contracts, I stated, under the board of public works, were \$195,000, and these to be added to it.

By the CHAIRMAN :

Q. What I want to get at is the amount of work done for the benefit of this Metropolis Paving Company, upon which this profit of \$80,000 was made ?—A. I will state that this is how it stands : The amount of work done by us on Pennsylvania avenue and M street amounted to \$264,851.

By Mr. BASS :

Q. That was not for the board of public works ?—A. No, sir ; we did for the board of public works \$195,332, making an aggregate of \$460,383, which is about 17½ per cent. profit.

By Mr. WILSON :

Q. What are your own individual contracts ?—A. My own individual contracts amount to about \$135,000.

Q. Now, I understood you to say, day before yesterday, when you were on the stand, that Governor Shepherd had stock in this ?—A. No, sir ; I did not. I said there was a Mr. Young interested. We gave Mr. Young's stock for his interest.

Q. For whose interest ?—A. For Mr. Shepherd's interest in the Stowe patent. I made a mistake in stating that was in July. I think I stated that was transferred—Mr. Smith hands me the original stock, and it shows that the transfer was made in February, 1871.

Mr. WILSON. You had better explain that matter, lest there should be some misapprehension about your testimony.

The WITNESS. I think in the letter which I wrote to Mr. Shepherd I did not have the secretary's book with me, and I stated that the transfer, the sale, was made to Baldwin in July, 1871. I find that it was in February, 1871.

Q. The sale by whom ?—A. By Mr. Young. It was passed over to me.

The CHAIRMAN. I have the letter ; it is to be found on page 1525.

[The letter was read by the chairman.]

By Mr. WILSON :

Q. You sold that stock to Baldwin, then, for Mr. Young ?—A. Yes, sir.

Q. Has Baldwin ever paid for it ?—A. Yes, sir.

Q. What did he pay ?—A. He paid Mr. Young \$2,500 for it.

Q. For how many shares ?—A. One hundred shares.

Q. Did Mr. Baldwin get any dividends on that stock ?—A. He did.

Q. When did he make that payment?—A. He gave me notes at the time, and I held the stock until the notes were taken up; they were renewed once or twice.

Q. When were they taken up?—A. I think just prior to that transfer to him on the books. The transfer seems to have been October 10, 1871, of 100 shares of stock.

Q. Did he pay that money to you?—A. He took up the note.

Q. Who?—A. Baldwin.

Q. Did he pay the money to you?—A. No, sir; the note was in bank.

Q. What bank?—A. That is more than I can remember; but I think it was the Bank of the Metropolis.

Q. Who deposited the note there?—A. I think I deposited it, or, possibly—I forget whether that note was given to me or whether it was given direct to Mr. Young. I think it was given to me. I know I carried it some time for him.

Q. For whom?—A. For Mr. Baldwin.

Q. Did you pay Mr. Young the money?—A. Yes, sir; I paid Mr. Young the money.

Q. When?—A. When I sold it to Mr. Baldwin.

Q. Then you carried the notes yourself?—A. Yes, sir.

Q. Mr. Baldwin paid the money in the bank for your own benefit?—A. Yes, sir.

Q. What did Mr. Young pay for this stock?—A. He paid the same as the others—20 per cent., and sold it for 25.

By Mr. BASS:

Q. I don't understand one thing. It appears that your contracts with the board of public works, and with the old government together, were \$460,383. Your aggregate contracts were \$595,805.—A. You get in, you see, this \$135,000, which I did individually.

Q. How?—A. Outside of the company.

Q. Did you keep the account in these books?—A. No; it has not been kept in these books. It has been kept outside.

Q. Then, that \$135,000 worth of work of which you speak furnished no part of this \$80,000 profit?—A. O, no; not at all.

Q. So the \$80,000 is the profit on \$460,383?—A. Yes, sir.

By Mr. WILSON:

Q. Who was interested with you in the work outside of the company?—A. In a portion of it Mr. Evans and Mr. Kilbourn.

Q. Anybody else?—A. No, sir.

Q. Was there any other person interested in any portion of the work that Evans and Kilbourn were not interested in?

The WITNESS. Of my work?

A. No, sir.

Q. Some you had in your own individual right; anybody associated with you?—A. No, sir.

Q. And some you had with Kilbourn?—A. They were interested.

By Mr. CHRISTY:

Q. When was that company dissolved?—A. In October, 1872.

By Mr. MERRICK:

Q. Was Mr. James G. Berrit a stockholder in that company?—A. No, sir; never.

Q. None of the shares transferred to him at any time?—A. No, sir.

Q. These contracts that you have spoken of, the amount of which you

have given, did they include the contracts of Evans and Filbert, in which you were interested?—A. No, sir; these are exclusive of those contracts.

Q. In their name, in which you had an interest?—A. Yes, sir; I didn't keep those accounts.

Q. I understand that.

By Mr. CHRISTY:

Q. You were present with Mr. Kilbourn and Mr. John O. Evans in New York in August, '71, were you not?—A. Yes, sir.

Q. You were there at the time Mr. Kilbourn wrote the letter with which we are all familiar?—A. I knew nothing about the letter until I saw it published in the New York Sun.

Q. Since your attention has been called to that letter, have you become satisfied of the truth of the statement contained in the letter?

The WITNESS. In what respect?

Q. So far as the statement relates to any of the pavement companies in this District, or are they inaccurate?—A. I do not know to what you refer.

Q. I will refresh your recollection. [Mr. CHRISTY then read as follows:]

Evans, Clephane, and myself left Washington last night to visit Philadelphia and this place and "gobble up" all the asphalt or concrete pavements we can. In Philadelphia to-day, we secured Filbert's vulcanite pavement, which is being used quite extensively in the park, and has the very best recommendations. We shall close up the business to-morrow in black and white. We bought a steam-roller to-day from an English agent, who orders it from Liverpool by-cable to-night. It costs, delivered, about \$5,200. We shall secure another stone-breaker and a lot of asphalt to-morrow. The board of public works have advertised for proposals for paving, to be opened next Friday, the 1st instant. We propose to be prepared for them. We had to make a small ring of about seven persons in order to accomplish results. In this ring we put all the concretes. Evans, Clephane, yourself, Kelly, Kidwell, and myself comprise six of the "ring." We shall put it in the best shape possible. We shall try and control the entire lot of asphalt pavements. We will go home Sunday evening and get all things in readiness for 1st September.

Q. Now, I wish you to say what, if any, portion of this is incorrect.—

A. The statement in regard to our making an arrangement with Dr. Filbert for his pavement is correct. The statement as to the purchase or arrangement for the purchasing of the steam-roller is incorrect. The statement about "gobbling up" I knew nothing about; I am in no way responsible for it, and I did not know there was any such arrangement. The statement about securing another stone-breaker, that I know nothing about. I had a stone-breaker at work here at the time, and we talked about having another stone-breaker, but made no arrangement about it.

Q. As to the amount of asphalt?—A. I did nothing about it. I do not think any purchase was made of asphalt at all.

Q. Do you desire now to contradict any other part of this letter?—A. I do not know any other part of it.

Q. Don't you think that has the air and spirit of a conspiracy?—A. No, sir; I do not.

Q. You don't?—A. I do not.

Q. Admitting all this to be true, every statement of this letter, including this: "H. D. C. tells me to draw on him for \$25,000 cash, for real-estate pool?"—A. That I do not know anything about.

Q. That being admitted to be true, would not you say, as a reasonable person, that it was a fair inference that there was a combination in



the nature of a conspiracy?—A. I should think not. I do not see how any man can draw such an inference.

Mr. HAMILTON. That is rather a question of law.

The WITNESS. I think so. I do not think any man could draw such an inference.

Mr. CHRISTY. The reason I asked this question of this witness is this: He prefaces his statement under oath, with round sentences, saying that certain malicious slanders are in the charges made by the memorialists.

The WITNESS. I so regard them.

Mr. CHRISTY. Now, I wish to ascertain whether these malicious slanders are made by Hallet Kilbourn or by the memorialists.

The WITNESS. That is a question for you to decide. I do not consider that there is any slander in his statements; but I do consider that there is a slander when you attempt to say that I conspired to defraud, which you virtually do in your memorial. I am talking of the memorial and not of that letter.

The CHAIRMAN. The committee will look over that memorial and see what there is in it.

Mr. CHRISTY. The committee, however, listened to that which I deemed a very singular statement which he was permitted to make in this very unusual charge, as a witness under oath, and he gave significance to it by saying "I am under oath."

The CHAIRMAN. He had been sworn previously?

Mr. CHRISTY. But he also called the attention of the committee to the fact he had been sworn as a part of this testimony.

The WITNESS. The charges are not made under oath.

By Mr. CHRISTY:

Q. Did you, in fact, before you went to New York, have any experience whatever in laying concrete pavement?—A. I had some little.

Q. Very little, was it not?—A. Very little.

Q. In what part of this city?—A. On G street, between Seventh and Ninth.

Q. Who were interested with you in that?—A. There was no one. I took the contract and did the work for a man by the name of Dr. Gibbs.

Q. The contract was completed?—A. Yes, sir; I think it was completed. I am not certain about that, however. I do not think it was completed.

Q. You apprised you of the fact that the board of public works would let any concrete carriage-ways to be laid in this city before this time?—A. I was aware that they had advertised for patent pavements; the concrete is a patent pavement, the same as wood, and in order to contract for it, as a matter of course, we must secure the right to lay it.

Q. As a citizen, you are familiar with the public documents of the board of public works?—A. Only so far as published.

Q. Were you not aware of the fact that they had in express terms pronounced against patent improvements of all kinds?—A. I think not at that time. Well, that may be. Now I would state, you talk about the purchasing a stone-crusher; there was a large amount of macadam work to be done, and that stone-crusher was really bought directly with reference to that macadam.

Q. You do not apply that, of course, to the steam-roller?—A. Yes; to the steam-roller also.

Q. I thought you spoke of the stone-crusher.—A. The crusher also.

Q. They were both bought for macadam pavement?—A. Yes, sir.

Q. Did not you and your associates believe, when you submitted your bids to the board of public works, that the awards would be to the lowest bidder?—A. Yes, sir; that was my idea.

Q. And you had no other?—A. I had no other,

Q. And it was not for the purpose of informing the board of public works, that you made this bid?—A. No, sir.

Q. To what extent did you purchase asphalt, or arrange for asphalt?—A. None. We went around to the importers of it in regard to the prices; we made no purchases at all.

Q. Did you not negotiate with S. M. Pike for certain patents that he had control of, for concrete pavement in the city of New York?—A. No, sir.

Q. Did either of your associates?—A. Not that I am aware of.

Q. You were not advised of that fact?—A. No, sir.

Q. Did you with any other person in New York?—A. No, sir.

Q. Did you in Philadelphia?—A. No, sir; I do not know Mr. Pike at all.

Q. I mean with any other person in New York?—A. I did, for an asphalt pavement. Not at that time, however.

Q. At any time prior to the letting of the board of public works?—A. Yes, sir.

Q. Did you in Philadelphia?—A. We did with Dr. Filbert.

Q. And no other persons?—A. No other persons.

Q. Why was it that you made these extensive arrangements prior to that letting?—A. To be ready for contracting; no other purpose.

Q. What assurance had you that you ever would receive any of these awards?—A. None, whatever.

Q. And yet you invested in these to the extent mentioned in his letter without any assurance whatever that you would receive an award?—A. Without any assurance whatever, either directly or indirectly.

Q. You were subsequently a member of the Washington Asphalt Company?—A. Yes, sir. There was no company organized; but I had an interest in it, I believe.

Q. You were also president of the Metropolis Pavement Company, as you here stated?—A. Yes, sir.

Q. All your contracts required you to keep your pavement in repair for three years?—A. Yes, sir.

Q. Do you consider that you obtained no advantage in being allowed each to go surety upon bonds for the other?—A. I think not.

Q. You stated, in a former examination, that you were assessed at a rate then mentioned, and that you had interests in stocks?—A. Yes, sir.

Q. And also certain interests in real estate. I desire to know what stocks you estimate as making a portion of your wealth, which you stated to be \$50,000?—A. Well, I do not know that it is necessary that I should state what stocks I own of every kind.

Mr. MATTINGLY. I think I must object to that.

Mr. CHRISTY. I will submit this question to the chairman. I asked Mr. Clephane this question: to what stocks he referred when he stated that he had stocks and estimated them at a value in order to arrive at his aggregate wealth at the time these awards were made, or at least the contracts entered into and bonds given. I want to ascertain whether he is correct in that statement, prefacing by saying that he appears to have gone as surety upon bonds to a very large amount, when

at the same time he was upon those bonds as principal, aggregating together \$317,000. I also laid as a part of the foundation the fact by the testimony of the witness that these pavements were required to be kept in repair for three years. I deem it a circumstance of importance to show certainly that these parties were very largely favored by this arrangement.

The CHAIRMAN. You are asking the question with a view of ascertaining the responsibility of Mr. Clephane.

Mr. CHRISTY. Yes, sir.

Mr. JEWETT. Do you want to show that he misrepresented the value of his property?

Mr. CHRISTY. No, sir; but I want to show that the assessed value of his estate at that time was only \$12,000, and yet he was allowed to incur liabilities to the extent of \$317,000.

Mr. HUBBELL. Would his stocks be assessed?

Mr. CHRISTY. No, sir; that is the very reason of my inquiring as to their value. Perhaps we may eliminate all the difficulty from this.

To the WITNESS: Did you estimate in that the amount of stock you held in the Metropolis Paving Company?—A. Yes, sir.

Q. You say that you were charged with the duty of distributing that stock?—A. Yes, sir.

Q. I ask you, now, if the reason for that was not because there were controversies between the company and various persons as to their right to receive the stock?—A. Yes, sir; I stated that, I think. Some claimed stock that we did not think should have it.

Q. There were persons claiming an interest in that stock that you were not willing to recognize?—A. Yes, sir.

Q. What services had they rendered for the company?—A. We did not consider that they had rendered any.

Q. Did they claim that they had rendered services?—A. I do not know that they did. What they claimed was that they had an interest in these pavements with the other parties, and we declined to recognize it.

Q. Were there any of these parties who claimed that they had rendered services in obtaining the passage of these bills through Congress for the paving of Pennsylvania avenue and M streets?—A. I do not know that there was.

Q. You say that you subsequently gave to Matthew Emery—A. I do not, sir.

Q. Samuel Emery?—A. That was it, sir.

Q. You say that you gave him a certain amount of stock?—A. Yes, sir.

Q. For what reason was that given to him?

The CHAIRMAN. All these transactions took place long before the organization of the District government. Unless you wish to connect it in some way with this investigation, I do not think it is proper.

Mr. CHRISTY. The committee inquired in regard to this transaction with Samuel Emery.

The CHAIRMAN. You can see the injustice it would be doing Mayor Emery to undertake to investigate that question in his absence; you certainly see that.

Mr. CHRISTY. But it is the committee that have gone into the subject.

Mr. HAMILTON. Well, the committee have traveled out of the record a good deal. The counsel ought to show them a better example.

The CHAIRMAN. I suppose that matter may have come out incidentally that Mayor Emery had stock here.

Mr. CHRISTY. I will ask the question direct, whether Mr. Emery was



not one of the commissioners under whom M street was paved at the time? I do not want to do injustice to any one, and it may correct itself.

The CHAIRMAN. It seems to me that it would be an injustice to Mayor Emery to investigate that now. That was all done before the board of public works came into the examination.

Mr. JEWETT. The question of the committee as to that point was to see whether that stock, as held by the different parties, was held in good faith. That the witness explained.

Mr. CHRISTY. There was an inquiry made as to Mayor Emery.

Mr. JEWETT. Not to-day; not since I have been here.

Mr. WILSON. No, no; I asked whether Mr. Emery held stock in his own right, and the witness answered that he held it in his own. That is my recollection of the question.

Mr. CHRISTY. I agree with the committee that the question is not one of any gravity as to us.

By Mr. CHRISTY :

Q. Have you ever had a settlement with your partners in the Washington Asphalt Company?—A. No, sir.

Q. Have you ever given any attention to their books?—A. No, sir; I have never seen their books.

Q. You never have examined them?—A. No, sir. I had a statement from Mr. Evans, I believe, in regard to it.

Q. What was the interest of John O. Evans in that company; what proportion of the interest did he hold?—A. He held a half. I think; I think Mr. Kilbourn and myself a quarter each.

Q. What was the reason of that unequal interest; did he furnish more money than you or the other gentleman?—A. Yes; he conducted the whole business, and carried it on himself; we had no trouble or concern about it at all.

Q. Did you know that Hallet Kilbourn invested \$20,000, or at least the proceeds of his notes for that amount, in this business?—A. No, sir.

Q. Did you know that the books show that fact?—A. I did not.

Q. What amount did you invest?—A. I do not know. Mr. Evans had my notes from time to time, which he had discounted. I furnished about \$5,000 or \$8,000 worth of material. The machinery that I had on hand went into that.

Q. On page 304 of the testimony of this investigation it is stated by Jno. O. Evans, "Clephane has never drawn a dollar from me, or I from him."—A. That is so, except in one case; I paid him a thousand dollars.

Q. Did you loan any proportion of the capital stock of the Metropolitan Paving Company?—A. No, sir.

Q. To no person?—A. No, sir.

By Mr. JEWETT:

Q. There is a little misapprehension in regard to this stock. Was the twenty per cent. originally paid up?—A. Yes, sir.

Q. Then I understand your first dividend was to repay that 20 per cent.?—A. Yes, sir.

Q. This, then, stood you at nothing?—A. At nothing.

Q. Subsequently you made a dividend of 25 per cent. upon its par value?—A. Yes, sir.

Q. Subsequently 10 per cent., which has not been paid?—A. Yes, sir; some of the stockholders have got theirs, and others have not.

Q. You suppose you have about five more left to divide?—A. Yes, sir; I suppose that is about it.

By the CHAIRMAN :

Q. That makes 40 per cent. ?—A. Yes, sir ; paying up—refunding the money.

By Mr. BASS :

Q. I see by the books that the first twenty per cent. was paid back within about six weeks from the time it was paid in. Was the same money paid back ? You had done no work, had you, in the mean time ?—A. O, yes.

Q. So it was not the same money ?—A. We paved the whole of Pennsylvania avenue in 35 working-days.

By Mr. HUBBELL :

Q. The same money that was paid in was not handed back to them ?—A. O, no, sir.

A. B. KIRTLAND recalled.

By the CHAIRMAN :

Q. Do you think you have stated every material fact within your knowledge of this matter of De Golyer & McClelland ?—A. I think I have.

Mr. Kirtland was here discharged from further attendance.

The committee adjourned to ten o'clock a. m. to-morrow, May 6, 1874.

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WEDNESDAY, May 6, 1874.

The committee met pursuant to adjournment.

The journal of the proceedings of yesterday was read and approved.

Major GEORGE H. ELLIOT sworn and examined.

By the CHAIRMAN :

Question. Please state what you know about the 36-inch water-main heretofore referred to in the testimony.—Answer. In 1871 I was chief engineer of the Washington Aqueduct, and by authority of an act of Congress and an act of the District of Columbia, I contracted to lay a pipe from the reservoir to New Jersey avenue, and Governor Cooke, by the law of the District, was associated with me in that matter ; but the main part of the business was done by myself ; Governor Cooke was more advisory than anything else. I would say that at the letting of the contract, opening of the bids, rather the lowest bid was the bid of Messrs. Wood & Co., of Philadelphia ; the amount being about \$225,000, in round numbers.

By Mr. MATTINGLY :

Q. How much was the bid of Mr. Thomas Evans ?—A. He had no bid, sir.

Q. Explain that, if you please, to the committee. Have you the original bids here ?—A. Yes, sir. The next bid or paper was an amount of about \$235,000 ; but I threw it out for the reason that it was no bid ; it was not signed. The next bid was about \$250,000, as near as I can remember it, of Messrs. Starr & Co., of Philadelphia.

By the CHAIRMAN :

Q. Have you the names of the bidders ?—A. My clerk has an abstract of them, sir, which shows that.

The abstract referred to is as follows :

*Abstract of bids for 36-inch main pipe for the District of Columbia, opened August 15, 1871.*

Name and address.	Reservoir division.	Georgetown division.	West Washington division.	East Washington division.	Total.
Bryan, Dillingham & Co., Titusville, Pa.	\$46,081 81	\$84,431 89	\$78,812 06	\$77,790 92	\$287,116 68
Austin P. Brown, Washington, D. C.	40,118 46	73,466 81	68,552 89	67,571 04	249,709 20
J. W. Starr & Sons, Camden, N. J.	40,396 19	74,072 48	69,177 75	68,120 65	252,067 07
W. G. Morris, Philadelphia, Pa.	38,406 22	72,777 56	66,769 17	67,952 13	245,905 08
William Smith, Pittsburgh, Pa.	17,593 21	87,021 74	81,220 63	80,133 49	295,879 07
R. D. Wood & Co., Philadelphia, Pa.	36,131 97	66,302 92	61,952 01	61,392 94	225,779 84
Unknown. (Supposed from the signature to the bond and bondmen's oaths to be Thomas Evans, Washington, D. C.)	37,860 43	69,358 40	64,735 65	63,872 54	235,827 02

Q. That abstract contains all the bidders?—A. Yes, sir.

By Mr. MATTINGLY:

Q. State whether this is the original bid referred to by you, or supposed to be the bid of Thomas Evans.—A. Yes, sir. It is as follows:

*Proposals for pipes and special castings.*

To Major GEORGE H. ELLIOT,

*Corps of Engineers, U. S. A., Chief Engineer of the Washington Aqueduct:*

Having carefully examined the annexed specifications and form of contract and the plans, ——— will contract to furnish all the pipes and special castings, of the dimensions, in the manner, and on the conditions required, for any ——— [a] (or less number) of the divisions mentioned below, that may be assigned to ———, upon the following terms, and we will deliver 36-inch pipes and special castings for each of the ——— [a] divisions commencing on the ——— of ———, 1871.

RESERVOIR DIVISION.

For all the straight 36-inch pipes and special castings required, as follows:

Thirty-six-inch straight pipes, per pound, [ b ] fifty-eight dollars per ton, 2,240 pounds.  
Special castings, per pound, (4) four cents per pound.

GEORGETOWN DIVISION.

For all the straight 36-inch pipes and special castings required, as follows:

Thirty-six-inch straight pipes, per pound, fifty-eight dollars per ton, 2,240 pounds.  
Special castings, per pound, (4) four cents per pound.

WEST WASHINGTON DIVISION.

For all the straight 36-inch pipes and special castings required, as follows:

Thirty-six-inch straight pipes, per pound, fifty-eight dollars per ton, 2,240 pounds.  
Special castings, per pound, (4) four cents per pound.

EAST WASHINGTON DIVISION.

For all the straight pipes and special castings required, as follows:

Thirty-six-inch straight pipes, per pound, fifty-eight dollars per ton, 2,240 pounds.  
Special castings, per pound, (4) four cents per pound.

And I do hereby agree to enter into such bonds for the faithful performance of the proposed contract as may be required.

(Signed)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Residing at \_\_\_\_\_.

[a] a. The bidder will here fill in the number of the divisions he will undertake.  
[b] Prices must be written as well as expressed in figures.



*Proposals for stop-cocks.*

To Major GEORGE H. ELLIOT,

*Corps of Engineers, U. S. A., Chief Engineer of the Washington Aqueduct :*

Having carefully examined the annexed specifications and form of contract, ——— will contract to furnish all the stop-cocks, of the dimensions, in the manner, and on the conditions required, upon the following terms :

36-inch stop-cocks, each [a] four hundred and fifty dollars.

30-inch stop-cocks, each, three hundred and fifty.

30-inch stop-cocks, (flanged,) each, two hundred and twenty.

12-inch stop-cocks, each, 12, eighty-four.

6-inch stop-cocks, each, twenty-eight.

And ——— do hereby agree to enter into such bonds for the faithful performance of the proposed contract as may be required.

(Signed)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[a] Prices must be written as well as expressed in figures.

*Bond.\**

Know all men by these presents, that we, Thomas Evans, Edmund Hanley, William Bradley, citizens of Washington, are held firmly bound unto the District of Columbia in the full and just sum of five thousand (\$5,000) dollars, lawful money of the United States, to be paid to the said District of Columbia, or to its proper agent or attorney duly authorized to receive the same, as liquidated damages; to which payment, well and truly to be made and done, we bind ourselves and every of us, our and every of our heirs, executors, and administrators, in the whole, and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 15th day of August, anno Domini 1871.

The condition of the above obligation is such, that if Thomas Evans, doing business under the name and style of Thomas Evans, his heirs, executors, and administrators, do, and shall well and truly, within ten days after notice of the acceptance of his bid, enter into contract for making and delivering pipes, stop-cocks, and special castings, in accordance with the terms of his bid, dated 15th day of August, 1871, conforming in all respects to the advertisement dated 24th July, 1871, calling for proposals, the same being hereto annexed, then the foregoing obligation to be void and of non-effect, otherwise to remain in full force and virtue in law.

(Signed)

(Signed)

(Signed)

THOMAS EVANS.  
EDMUND HANLEY.  
WILLIAM BRADLEY.

Signed, sealed, and delivered in presence of—

Witnesses :

(Signed) N. CALLAN,

(Signed) B. T. SWART.

[Twenty-five cent revenue-stamp.]

*Bondsmen's oaths.*

DISTRICT OF COLUMBIA, County of Washington, ss :

Edmund Hanley, being duly sworn, deposes and says that he resides in the city of Washington, in the District of Columbia; that he is a ———; and that the value of his property, over and above all debts and liabilities incurred by him, is over ten thousand (\$10,000) dollars, and that he is fully responsible for the amount of his obligation in the foregoing bond by him executed.

(Signed)

EDMUND HANLEY.

Sworn and subscribed this 15th day of August, 1871, before me.

(Signed)

N. CALLAN,  
Notary Public.

[NOTARIAL SEAL.]

\*This bond must accompany each bid and be signed by the bidder and two competent sureties.

DISTRICT OF COLUMBIA, *County of Washington, ss.:*

William Bradley, being duly sworn, deposes and says that he resides in the city of Washington, in the District of Columbia; that he is a stone-cutter; and that the value of his property, over and above all debts and liabilities incurred by him, is over ten thousand (\$10,000) dollars, and that he is fully responsible for the amount of his obligation in the foregoing bond by him executed.

(Signed)

WM. BRADLEY.

Sworn and subscribed this 15th day of August, 1871, before me.

(Signed)

N. CALLAN,  
*Notary Public.*

[NOTARIAL SEAL.]

A. This is the bid of Thomas Evans, as far as I can remember it. It has been out of my possession now about two years. I have not been the chief engineer of the aqueduct for a couple of years past. It has been in charge of the gentleman who was the clerk of the aqueduct.

Q. The first sheet is headed "Proposals for pipes and special castings." That is not signed?—A. No, sir; to the best of my knowledge, that is the original paper.

Q. "Proposals for stop-cocks"—there is a place there for signature, and that is not signed?—A. Yes, sir.

Q. But the bond is signed and executed all right?—A. Yes, sir: I have a paper here that I should like to submit as a part of my testimony. It will tell the whole story.

Q. I understand that the course this thing took was this: You referred it to the engineer-in-chief; he referred it to the Attorney-General, for opinion as to whether these bids could be considered or not; the Attorney-General reported against it, and you re-advertised it?—

A. That is it, sir. The attorney for the District of Columbia also gave the same opinion: but being a Government officer and not a District officer, I was not satisfied with his opinion: that is, I was not satisfied to act in the matter without the advice of a legal adviser of the General Government: so that I appealed to the Attorney-General to allow me to accept the lowest bid, which was different from the next by about \$10,000.

By Mr. JEWETT:

Q. What was the objection to the bid?—A. To whose bid?

Q. To the bids that you referred to the Attorney-General?—A. There were some erasures in the bid, which made it difficult to understand what the meaning of the parties was. In fact, there was no meaning to it the way they left it. My advertisements and my requirements to the bidders were very explicit, because it was a very large contract, to the amount of two or three hundred thousand dollars, and I was very careful in the matter, and required the bidders to fill certain conditions in making their bids. This bid of Wood & Co., which was the lowest bid, (\$225,000), was informal in that matter—in the matter difficult to explain to you unless I should show you the bid. The next bid, as I say, was no bid; that is, it was not signed, and I threw it out.

Q. Under the advice of the Attorney-General you re-advertised?—A. Under the advice of the Attorney General, that I could not accept the lowest bid, which I tried to convince him I ought to do, I re-advertised, and he decided that I could not accept the lowest bid.

Q. Because of these erasures?—A. On account of these erasures. Rather than go on and give the award to the second or third person upon the list, I sought his opinion, as I say, and he decided against me, and I then re-advertised. He gave an opinion, the first one that was given, I believe, of that kind, that I could not waive my own regulations in re-

gard to bids, and the opinion cost the District of Columbia about \$60,000.

Q. You re-advertised?—A. I re-advertised; yes, sir.

Q. Did Wood & Co. bid the second time?—A. I do not think they did.

Q. You think they did not?—A. I think they did not, sir. I have the abstract here, and will see in a moment. I have not seen these papers for a couple of years, and my memory is not complete. [After referring to a document.] Yes, they bid a second time.

Q. What was the difference between their first and second bid?—A. I think it was about \$50,000.

Q. Were they the lowest bidders under your second advertisement?—A. No, sir.

Q. Who was the lowest?—A. Jesse W. Starr & Sons of Camden, New Jersey.

Q. To whom did you allot the bid?—A. I allotted the bid to the lowest bidder on the second opening. That was that firm.

Q. What was the difference between the bid of that firm and the bid of Wood & Co. under the first advertisement?—A. About \$60,000. As I say, this decision of the Attorney-General cost the District of Columbia \$60,000.

Q. The only objection to the first bid was that it was a little obscure?—A. The bid of Wood & Co.; yes, sir. It was difficult to understand the meaning of it.

Mr. MATTINGLY. The opinion of the Attorney-General is in the record; it was read here by Governor Cooke.

The WITNESS. I have that bid of Wood & Co., if you would like to see it.

By Mr. STEWART:

Q. Have you the original?—A. I have a copy, and I perhaps may have the original here. I have a copy here, sir.

Q. That has the erasures that were on the original?—A. Yes, sir.

By Mr. HAMILTON:

Q. Did you say that you had the original bid?—A. I think I have. Yes, sir; it is here. [Witness produces it.] It is as follows:

*Proposals for pipes and special castings.*

PHILADELPHIA, 8, 15, '71.

To Major GEORGE H. ELLIOT,

*Corps of Engineers, U. S. A., Chief Engineer of the Washington Aqueduct:*

Having carefully examined the annexed specifications and form of contract and the plans, we will contract to furnish *all* the pipes and special castings, of the dimensions, in the manner, and on the conditions required, for all [a] (or less number) of the divisions mentioned below, that may be assigned to us, upon the following terms, and we will deliver 36-inch pipes and special castings for each of the ——— [a] divisions, commencing on September 5, 1871.

*Reservoir division.*

For all the straight 36-inch pipes and special castings required, as follows:

36-inch straight pipes, per pound, [b]

Special castings, per pound,

*Georgetown division.*

For all the straight 36-inch pipes and special castings required, as follows:

36-inch straight pipes, per pound,

Special castings, per pound,



*West Washington division.*

For all the straight 36-inch pipes and special castings required, as follows :

36-inch straight pipes, per pound, two and forty-five hundredths cents, (2.45c.)  
Special castings, per pound, five cents, (5c.)

*East Washington division.*

For all the straight pipes and special castings required, as follows :

36-inch straight pipes, per pound, two and forty-five hundredths cents, (2.45c.)

Special castings, per pound, five cents, (5c.) and ——— do hereby agree to enter into such bonds for the faithful performance of the proposed contract as may be required.

(Signed)

(Signed)

(Signed)

(Signed)

(Signed)

(Signed)

RICHARD WOOD. [SEAL.]

EDWARD R. WOOD. [SEAL.]

GEORGE WOOD. [SEAL.]

RANDOLPH WOOD. [SEAL.]

WALTER WOOD. [SEAL.]

R. D. WOOD & CO. [SEAL.]

Residing at Philadelphia.

*a. a.*—The bidder will here fill in the number of the divisions he will undertake. [*b*]—Prices must be written as well as expressed in figures.

*Bond.\**

Know all men by these presents, that we, Richard Wood, Edw. R. Wood, Geo. Wood, Randolph Wood, & Walter Wood, trading under the name of R. D. Wood & Co., and Geo. R. Wood & Caleb H. Malin, citizens of Philada., are held firmly bound unto the District of Columbia in the full and just sum of five thousand (\$5,000) dollars, lawful money of the United States, to be paid to the said District of Columbia, or to its proper agent or attorney duly authorized to receive the same, as liquidated damages: to which payment, well and truly to be made and done, we bind ourselves and every of us, our and every of our heirs, executors, and administrators, in the whole, and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 12th day of August, anno Domini one thousand eight hundred and seventy-one.

The condition of the above obligation is such, that if Caleb H. Malin and Geo. R. Wood, and Richard Wood, Edw. R. Wood, Geo. Wood, Randolph Wood, & Walter Wood, doing business under the name and style of R. D. Wood & Co., their heirs, executors, and administrators, do, and shall well and truly, within ten days after notice of the acceptance of their bid, enter into contract for making and delivering in accordance with the terms of their bid, dated August 15, 1871, conforming in all respects to the advertisement dated July 24, 1871, calling for proposals, the same being hereto annexed, then the foregoing obligation to be void and of non-effect; otherwise to remain in full force and virtue in law.

RANDOLPH WOOD, [SEAL.]  
(for R. C. Wood.)

CALEB H. MALIN, [SEAL.]

GEORGE R. WOOD. [SEAL.]

Signed, sealed, and delivered in presence of—

Witnesses :

J. P. DELANEY.

[25-cent revenue stamp.]

*Bondsman's oaths.*

STATE OF PENNSYLVANIA, }  
COUNTY OF PHILADELPHIA, } ss :

George R. Wood, being duly sworn, deposes and says that he resides in the city of Philadelphia, in the State of Pennsylvania; that he is a ———; and that the value of his property, over and above all debts and liabilities incurred by him, is over ten thousand (\$10,000) dollars, and that he is fully responsible for the amount of his obligation in the foregoing bond by him executed.

GEO. R. WOOD.

Sworn and subscribed this 12th day of August, 1871, before me.

[ALDERMAN'S SEAL.]

J. P. DELANEY.

*Alderman.*

\* This bond must accompany each bid, and be signed by the bidder and two competent witnesses.

STATE OF PENNSYLVANIA, }  
COUNTY OF PHILADELPHIA, } ss :

Caleb H. Malin, being duly sworn, deposes and says that he resides in the city of Philadelphia, in the State of Pennsylvania ; that he is a ——— ; and that the value of his property, over and above all debts and liabilities incurred by him, is over ten thousand (\$10,000) dollars, and that he is fully responsible for the amount of his obligation in the foregoing bond by him executed.

CALEB H. MALIN.

Sworn and subscribed this 12th day of August, 1871, before me.

[ALDERMAN'S SEAL.]

J. P. DELANEY,  
Alderman.

The whole of this matter is explained in a letter to the Chief of Engineers, General Humphreys, and, if you will allow me, I will submit that as a part of my testimony.

By Mr. STEWART :

Q. You reported this to General Humphreys for advice?—A. Yes, sir. The statement is made in this paper, which contains all the explanations and details of both bids—Evans's and Wood's—and the contest between Starr and Wood to get the bid.

Q. That is the document submitted to the Attorney-General upon which he rendered his opinion?—A. Yes, sir. It reads as follows :

OFFICE OF THE WASHINGTON AQUEDUCT,  
Washington, D. C., August 18, 1871.

Brig. Gen. A. A. HUMPHREYS,

*Chief of Engineers, U. S. A., Washington, D. C. :*

GENERAL : Under an act of Congress, approved by the President July 14, 1870, the chief engineer of the Washington Aqueduct was directed to lay a 36-inch pipe for an increased supply of water to the District of Columbia at the expense of the cities of Washington and Georgetown ; and by an act of the legislature of the District of Columbia, approved by the governor July 20, 1871, an appropriation was made therefor, and I was authorized, in connection with the governor, to contract for and lay said pipe. Please find below extracts from the two laws referred to.

It is also expressly agreed that this contract is subject to the following extracts from laws of Congress :

"SEC. 6. *And be it further enacted*, That whenever it shall become necessary to lay main pipes for the supply to the cities of Georgetown and Washington, the cost of the same shall be paid by the said cities, and the engineer aforesaid is hereby prohibited from making any contracts for the same, unless approved by the corporations aforesaid, and expressly stipulated with the contractor or contractors that the payment for the same is to be made by the said corporations."

Approved by the President March 3, 1859.

"SEC. 4. *And be it further enacted*, That the said engineer officer shall cause to be furnished and laid from the distributing reservoir of the Washington Aqueduct to Capitol Hill, in the city of Washington, along such route as he shall determine, an iron main of 36 inches in diameter, connected with the present mains at such points as he shall direct, and that the entire cost thereof shall be borne apportionately by the corporations of Washington and Georgetown ; and, in order to provide for such cost, the said corporations are hereby empowered and authorized to increase the present water-rates and water-taxes to such an amount as may by them be deemed necessary.

"SEC. 5. *And be it further enacted*, That for the purpose of enabling the corporations aforesaid to carry out the provisions of this act it shall be competent for them to borrow, in such proportions as they may deem necessary, a sum of money not exceeding two hundred and sixty thousand dollars for the city of Washington and forty thousand dollars for the city of Georgetown, redeemable within a period of ten years out of any revenue to be derived from water-rents."

Approved by the President July 14, 1870.

By the authority contained in the above, I advertised on the 24th ultimo for the making, transportation, and delivery of 9,000,000 pounds of 36-inch pipes and special castings, and bids were opened on the 15th instant. The lowest bidder, by \$20,000, was R. D. Wood & Co., of Philadelphia, Pa., but, as they did not comply in their proposal with my instructions to bidders, (see below,) the question has arisen whether, if I waive the informality and want of compliance on the part of Wood & Co. with these instructions to bidders, the next lowest bidders can legally interfere to prevent my

awarding the contract to the former, or have valid grounds on which to have a suit for damages either against the District of Columbia or myself.

The instructions to bidders and a copy of Wood & Co.'s bid are as follows:

#### INSTRUCTIONS TO BIDDERS.

No bid will be considered which is not on the printed form and which does not comply with the following directions:

Each bidder for pipes and special castings must fill in all the blanks in the form of proposal: he will affix prices for the straight pipe and special castings for *all of the divisions*, and will state *how many of the divisions* will be undertaken by him at the prices stated, and the time of commencement of delivery. If the bid is for stop-cocks only, the bidder must affix a price for each size designated in the form of proposal, and indorse the envelope, "*Proposals for stop-cocks.*"

No bid will be considered unless the annexed printed bond, in the sum of \$5,000, is filled in and signed by the bidder and two competent sureties; and each surety must qualify on the printed form before a proper legal officer.

Where a bidder offers to furnish pipes for more than one division, the engineer will have the right to assign to him all of the divisions he bids for, or a less number, as may be deemed by the engineer best for the interest of the District of Columbia.

The District of Columbia being in urgent need of an increased water-supply, the time of commencement of delivering, to be stated in each bid, will be considered, as well as the prices and securities.

Bids by incorporated companies must be attested by their official seal. All signatures of bidders and sureties must have affixed to them seals of wax or wafer.

The residence of sureties and witnesses must be given.

A twenty-five-cent internal-revenue stamp must be affixed to the bond, and canceled by the initials of one of the signers of the bond, with the date of signing on the stamp.

#### COPY OF BID OF R. D. WOOD & CO.

#### *Proposals for pipes and special castings.*

PHILADELPHIA, *Eighthmonth* 15, 1871.

To Maj. GEORGE H. ELLIOT,

*Corps of Engineers, U. S. A., Chief Engineer of the Washington Aqueduct:*

Having carefully examined the annexed specifications and form of contract and the plans, ——— will contract to furnish all the pipes and special castings, of the dimensions, in the manner, and on the conditions required, for any [all] [a] or less number of the divisions mentioned below, that may be assigned to us, upon the following terms, and we will deliver 36-inch pipes and special castings for each of the ——— [a] divisions commencing on September 5, 1871.

#### *Reservoir division.*

For all the straight 36-inch pipes and special castings required, as follows:

36-inch straight pipes, per pound, [b]

Special castings, per pound,

#### *Georgetown division.*

For all the straight 36-inch pipes and special casting required, as follows:

36-inch straight pipes, per pound,

Special castings, per pound,

#### *West Washington division.*

For all the straight 36-inch pipes and special castings required, as follows:

36-inch straight pipes, per pound, two and forty-five hundredths cents. (2.45c.)

Special castings, per pound, five cents, (5c.)

#### *East Washington division.*

For all the straight pipes and special castings required, as follows:

36-inch straight pipes, per pound, two and forty-five hundredths cents. (2.45c.)

Special castings, per pound, five cents, and ——— do hereby agree to enter into such bonds for the faithful performance of the proposed contract as may be required.

RICHARD WOOD, [SEAL.]

EDWARD R. WOOD, [SEAL.]

GEORGE WOOD, [SEAL.]

RANDOLPH WOOD, [SEAL.]

WALTER WOOD, [SEAL.]

Residing at Philadelphia.

R. P. WOOD & CO.

(Signed)

[a] The bidder will here fill in the number of the divisions he will undertake.

[b] Prices must be written as well as expressed in figures.



Now the informality in the bid of Wood & Co. consists in this: Being required to affix prices to all the amounts of straight pipe and special castings required for all of the divisions, and to state how many of the divisions they would undertake, they first stated that they would undertake all of the four divisions, (or such less number as I might deem best for the interest of the District of Columbia,) and they affixed prices to all of the divisions, (being the same price for all,) but through, as they state, a misconception of the "Instructions to bidders," in the haste of making out their bid at the last moment, they crossed out the prices attached to the quantities required for two of the divisions, leaving the prices of the other two. They state that it was their intention, at the moment of signing, to have crossed out the prices attached to the third division also, leaving the prices attached to the fourth division to indicate the prices for the four divisions which they bid for.

I will further state that there is but one bid which complies with all the "Instructions to bidders," and it would seem to me that if Wood & Co.'s bid is not valid, neither are the following:

William Smith: no revenue-stamp on bonds.

Bryan, Dillingham & Co.: no seals to signatures to bid.

A. P. Brown, for Harper's Ferry Water-power and Manufacturing Company: no seal of incorporated company; residence of witnesses to bond not given.

N. G. Morris: residence of witnesses to bond not given.

I would further call attention to the following extract from my circular "To pipe-founders," inviting proposals for this pipe:

"The engineer also expressly reserves the right to reject any or all bids, should he deem it for the interest of the District of Columbia so to do.

"GEORGE H. ELLIOT,  
"Major of Engineers, U. S. A., Chief Engineer Washington Aqueduct."

Also to the following extract from the law of the District of Columbia making appropriations for this pipe, and authorizing me to enter into contract with the lowest responsible bidder:

"SEC. 12. *And be it further enacted*, That the engineer afor said be, and he is hereby, authorized and requested to invite proposals, by circulars and newspaper publications, from manufacturers of iron pipes in New York, Philadelphia, Baltimore, Pittsburgh, and Washington, for supplying the pipe, branches, and stop-valves necessary for the new mains herein authorized, and also to invite proposals, by public advertisements in at least two newspapers in the city of Washington, for the hauling, excavation, and other work necessary to complete the laying of the said mains, and that the contracts for supplying the said pipe and the laying thereof shall, in all cases, be given to the lowest responsible bidders, upon the execution and delivery by them of good and sufficient bonds, with surety, to an amount of at least twenty per centum of the contract, for the prompt and faithful performance of all of its obligations; and no money shall be paid on account of any contract for materials or work herein authorized, except upon the approval and order of the engineer of the Washington Aqueduct."

Wood & Co. claim that it was their intention to bid, and that they did bid for all of the divisions, at the rate of  $2\frac{15}{100}$  cents per pound for pipes and 5 cents per pound for special castings, and they claim the contract. I am inclined to waive the informality of their bid, (believing that I have a right to waive a want of compliance with my own regulations,) especially as they are, as I believe, an eminently responsible and reliable firm, who will guarantee to have this very large amount of pipe (4,500 tons) delivered before the next session of Congress, which is very much to be desired; and, further, because their bid (\$225,779.84) is the lowest by \$20,000.

I am not aware of the rights of bidders under the "instructions to bidders," and do not know that the question has been legally decided, and as I am an officer of the Army carrying out a special act of Congress, (which differs from other special acts which regulate my duties only in the fact that the payment for the pipe is to be by the District of Columbia, and not by the United States,) I have to request that I may have the advice of the legal adviser of the War Department, whether, in view of my "instructions to bidders," the extract from my circular herewith, and the extract from the law of the District of Columbia, if I award the contract to Wood & Co., or to any other of the bidders who did not comply with the "instruction to bidders," the next lowest, or any others of the bidders, can legally interfere to delay it, or can have valid ground on which to base a suit for damages, either against the District of Columbia or myself.

I inclose herewith the printed blank form of contract and the specifications, which contain the "circular" and "instructions to bidders;" also the laws of Congress on the subject of the new main. (See printed form of contract, &c., pp. 16 and 17, or Major Elliot's printed report for 1771, p. 15.)

I also inclose a copy of the law of the District of Columbia. (See Major Elliot's printed report, pp. 20 and 21.) Copies of these papers were sent to each of the bidders. An early reply is respectfully requested, by

Your obedient servant,

GEORGE H. ELLIOT,  
Major of Engineers.

[First indorsement.]

OFFICE OF CHIEF OF ENGINEERS,

August 19, 1871.

Respectfully submitted to the honorable Secretary of War, with the recommendation that the question raised with the within papers by Major G. H. Elliot, concerning the letting of the contracts for the 36-inch main for the Washington Aqueduct, may be referred for opinion to the Department of Justice.

A. A. HUMPHREYS,

*Brigadier-General and Chief of Engineers.*

OFFICE OF THE WASHINGTON AQUEDUCT.

Washington, D. C., August 22, 1871.

In the matter of acceptance of informal bids.

1. The practice has been to waive informality in the lowest bid, if the bidder is willing to adhere to his bid, enter into contract, and furnish the necessary security.

2. In practice, not one bid in ten is strictly formal, *i. e.*, fills all of the requirements of the advertisement or the circular, inviting proposals; *e. g.*, of all the bids for pipe, there was only one which complied with the "notice to bidders;" some omitted one thing, some another. Want of education is frequently the cause of irregularity in *bona-fide* bids by competent bidders.

3. If the rule should be that informal bids must be thrown out, and that the Government agent cannot waive his own regulations and accept the lowest responsible *bona-fide* bid, it will, whenever it does operate at all, work injury to the Government. A general example of this injury is the case under consideration. The rule would make it necessary to weigh the value of time against money. The difference between the lowest and the next lowest and entirely formal bid in the present case, is about \$28,000; rejection of all the bids and re-advertisement would involve the loss of much time; and time in this case is important. Such a rule in the present case, then, would make it necessary either to pay the \$28,000 additional for the work or to suffer the delay.

4. The rule would never be brought to bear except against the lowest bid. If the lowest bid is entirely formal, there would be no question of its acceptance.

Respectfully submitted.

GEORGE H. ELLIOT,

*Major of Engineers.*

I contended that I ought to be able to waive formalities where the waiving would be in favor of the United States. The Attorney General decided against it. I would like to have that printed, in justice to myself, and to Governor Cooke also, as showing the basis of my action, as I suppose he was governed by my advice to some extent.

By Mr. STEWART:

Q. Was a copy of this original bid in that letter of General Humphreys?—A. A copy was submitted with that letter, and the committee now have a similar copy. The governor, as I understand, was associated with me simply as the financial agent of the District of Columbia. He was not associated at all by act of Congress under which I laid the pipe, but by the acts of the District of Columbia, which were supplemental to the act of Congress.

Q. Was the publication in your own name?—A. Yes, sir; but the governor signed the contract.

Q. And when this bid came in you declined to let it without taking advice?—A. O, certainly. I have here also a copy of my letter to the governor making the same abstract that is contained in the letter to General Humphreys.

Q. You submitted the question to the governor and to General Humphreys both?—A. Yes, sir; and the governor submitted the question to his legal adviser; that is, Mr. Cook, the attorney of the District of Columbia.

Q. Did he make a decision?—A. He made a decision also, sir.

Q. Which way did he decide?—A. He decided the same way as the Attorney-General; and the Attorney-General had before him at the time of his decision the decision of the attorney of the District of Columbia.

By Mr. JEWETT :

Q. The Attorney-General had that of the District attorney?—A. Yes, sir.

Q. The District attorney made his first?—A. Yes, sir.

By Mr. STEWART :

Q. When you made these informal bids, then, I understand you, you addressed Governor Cooke and your superior officer, General Humphreys?—A. Yes, sir.

Q. To take their views as to what you ought to do?—A. Yes, sir.

Q. The governor submitted this to the District attorney, and General Humphreys submitted it to the Attorney-General?—A. Yes, sir.

Q. Then you got these legal opinions, and acted according to the re-advertisement?—A. Yes, sir. There was a great contest in the matter. I do not remember Mr. Evans at all, but he was one of those who submitted papers. I have no doubt that the bid was in good faith; but not being signed, I considered it no bid at all; because bids much less informal than that are a cause of a great deal of trouble to Government officers who make contracts. They take advantage of the informality which they make themselves.

The bid being thrown out, the contest came between Starr and Wood. Starr claimed the award under his contract, and Mr. Wood claimed that award under his bid. Starr claimed it on account of informality, and there was a strong indication that Mr. Starr would commence an injunction suit if I should make the award to Wood—making an injunction against the District of Columbia on account of the stringency of the condition. The city was very much in want of water; they had been for a long time without water on Capitol Hill and the higher parts of the city. It was very necessary to get the pipe in without delay, and I wanted to avoid that legal contest, if possible.

By Mr. STEWART :

Q. Hence you took this advice?—A. Yes, sir.

By Mr. MATTINGLY :

Q. Do you remember whether, between the first and second bidding, there was a material advance in the cost of iron?—A. Iron advanced during that time, but how rapidly or how great the advance was I do not know. My remembrance of it is that it was advancing rapidly at that time.

By Mr. CHRISTY :

Q. The District government likewise passed an act upon this same subject, and I will call your attention to this part of section 9, appearing in the printed testimony, page 1400 :

That the United States engineer in charge of the Washington Aqueduct be, and is hereby, authorized and empowered, in conjunction with the governor of the District of Columbia, to enter into contract for the laying of the 36-inch cast-iron main mentioned in the first section of this act, and to adopt the following route for the same.

So that you were to act in conjunction with the governor in making the contract?—A. Yes, sir.

Q. The subsequent history I understand to be this: that you pronounced the bid of Wood & Company, of Philadelphia, as void for uncertainty?—A. Yes, sir—no, I misunderstood you, sir.



Q. These are not your exact words, but I understood you to say, that in your judgment the informality of that bid, of course, released you from any obligation to accept it?—A. No, sir; on the contrary, I claimed that I should accept it, and I made the argument to the Attorney-General that I ought to be able to accept it—that lowest bid of Wood & Co.

Q. That was the question that you first submitted to the attorney of the District of Columbia, (United States?)—A. Yes, sir; precisely.

Q. And he pronounced against you?—A. Yes, sir.

Q. Did you likewise submit to the attorney of the District of Columbia the papers submitted by Thomas Evans?—A. No, sir.

Q. That, then, was not a matter of discussion between you?—A. Not at all, sir.

Q. You were not advised that the following language in the bond which was attached to the various bids here, "Proposals for pipes and special castings," and "Proposals for stop cocks," would have made it a sufficient bid?—A. No, sir.

Q. I will call your attention to the language which appears in the bond. The bond is executed by Thomas Evans and Edward Hanley and William Bradley; and the condition of the bond is that "Thomas Evans, his heirs, executors, and administrators, do, and shall well and truly, within ten days after notice of the acceptance of his bid, enter into contract for making and delivering pipes, stop-cocks, and special castings, in accordance with the terms of his bid, dated August 15, 1871, conforming in all respects to the advertisement dated 24th July, 1871, calling for proposals, the same being hereto annexed." Were those papers submitted to you together in this form, do you remember, so that they could all be read together?—A. No, sir; they were submitted in the form of blanks printed into a book which contained the specifications.

Q. These are the original papers, I believe? [indicating.]—A. Yes, sir.

Q. Of course your attention was called to this bond?—A. Yes, sir.

Q. And also to the affidavits of the bondsmen?—A. Precisely.

Q. And of course they were all considered together?—A. Yes, sir. But allow me to call your attention to the fact that the bid is not signed.

Q. That is true. I am not discussing now the formality or informality of the bids themselves. I am speaking now of the bond and of the oaths of the bondsmen, as to their sufficiency, and the recital in the bond, which of course would enable any one to ascertain the bids to which they related.—A. O, precisely. There is no doubt of that, sir.

Q. You know, of course, that this bond related to the papers accompanying, is not signed by Thomas Evans?—A. Yes, sir; but I wish to call attention is the fact that Wood & Co.'s papers also had bonds which were in perfect shape. The informality there was a small one, compared with this one; this one was fatal to the bid, in my opinion, and the Attorney-General decided that that was an informality which could not be accepted where the bonds were perfect, and it applied more strongly to this case.

Q. Then the result of the advice of the attorney of the District and Attorney-General was the increased cost to the District?—A. There is no doubt of that—\$60,000.

Q. Are you not aware of the fact that Thomas Evans appeared before Governor Cooke, and then offered to sign his name to these proposals?—A. No, sir.

Q. And to make any condition that might be required?—A. No, sir.

I have no remembrance of Thomas Evans whatever. I do not remember ever to have seen him.

Q. And if such offer were made, it was not made in your presence?—

A. No, sir; I have not the slightest remembrance of meeting him at all. I have no doubt he did go to my office and I saw him, but I cannot remember it.

Q. Are you able to state the cost of the laying of this main?—A. No, sir. I made the award for the laying of it, but I did not bring the papers in that case.

Q. It was laid under the direction of General Babcock?—A. Yes, sir.

Q. It cost the District government, I think, something over half a million dollars, did it not?—A. Very likely, sir; I do not remember.

Q. The entire cost was paid by the government of the District of Columbia?—A. I presume so, sir. I was relieved from the Washington Aqueduct when I went on duty to California.

By Mr. STANTON :

On page 1124 I find a statement by Mr. Evans, expressing a belief in the existence of a ring which controlled the letting of that contract, and he expressed the belief that if he had belonged to the ring he would have got the job. Did you then, or do you now, know anything of the existence of a ring which controlled or attempted to control the letting of that contract?—A. No, sir; as far as I can remember, nobody ever mentioned it, and I had no communication with anybody in regard to that contract, except Governor Cooke, with myself and the Attorney-General, whom I tried to convince, as I have stated.

Q. Mr. Akerman was Attorney-General at that time?—A. Yes, sir.

J. C. LAY recalled.

By Mr. MATTINGLY :

Question. Mr. Thomas Evans, in his testimony, has collated from the reports of the board some instances in which the board has bought sewer-pipe at 55 cents a foot, and charged it to contractors at 88 cents. Explain that matter to the committee, if you please.—Answer. We had a regular list of prices established by the board; the cost prices of the pipe. The six-inch was so much, the ten-inch was so much, according to the regular list. I believe the price-list had been printed already. This pipe was charged in the bill. We will take twelve-inch pipe, for instance. It was charged in the bill at 88 cents; that is, it went to the cost of the street at 88 cents. The pipe that was furnished to the contractor on that same bill was deducted from him at 65 cents, the board price for the pipe. The street was charged for it at 88 cents. The contractor was never charged anything but the price of the pipe.

By Mr. MERRICK :

Q. The street was charged a higher price than the contractor?—A. You misunderstand me, sir. For instance, if you will get a measurement, we will say 500 feet of twelve-inch pipe, at 88 cents a foot. That 88 cents includes the furnishing and the laying of that pipe. We furnished the pipe to the contractor, and we deducted that 500 feet from the total of that bill, at 65 cents a foot, allowing him 23 cents for laying the pipe.

By Mr. MATTINGLY :

Q. And the difference, then, was the amount allowed him for laying the pipe?—A. Yes, sir; the 23 cents was the amount allowed to the

contractor. The improvement, of course, was charged for the laying and the furnishing both, which was 88 cents. Do I make it plain ?

Mr. CHRISTY. O, yes ; I think so.

By Mr. MERRICK :

Q. I see here now, for example, something that does not correspond exactly with your explanation. On table 26, in the report of 1872, for D street north, between Sixth and Eleventh streets, Scotch-tile pipe, twelve inch, at 80 cents, and immediately below it, "Laying, 23 cents." I see "2,042 twelve-inch pipe, 80 cents." Immediately below, "415 twelve-inch pipe : laying, 23 cents ;" and "216 six-inch pipe : laying, 36 cents." So that the cost of the pipe and the cost of laying seem to be made by different items in this schedule. There seems to be a distinction made between laying the pipe and the cost of pipe.—A. If you will notice in the first column, under the column of dimensions, you will find that that 23 cents is for laying also.

Q. That is what I say. I say I find in your tables these charges for laying and for cost of pipe, although you say that the 80 cents cost of pipe includes laying.—A. That does not refer to the same amount of pipe. We furnished and laid 2,040 feet of 12-inch pipe at 80 cents. The other is an item of 415 feet of 12-inch pipe, which was laid only. The pipe was there. It must have been some pipe, probably, that was already on the ground, that had been furnished or taken from some other street. He only got paid for the laying of that pipe.

Q. The board supplies all these pipes, I suppose, in all cases ?—A. Yes, sir. That might have been a case of only relaying the pipes, for laying only ; or it might have been old sewer, for instance, that had been taken up there in the course of the improvements, and simply put back, relaid. We allowed him for the laying only of the pipe when the pipe was already there. I can explain it more fully if I get the vouchers in this particular case, but I am confident that that is the proper explanation of the fact. The 80 cents would be the price of furnishing and laying at that date. That was before January 22, 1872 ; the old price-list of 57 cents and the 23 cents made the 80 cents.

Q. Then, in all the tables where there is no distinct charge for laying, the charge for laying is included in what is called the cost price of the pipe ?—A. Yes, sir ; the 88 cents means, in all instances, the furnishing and laying ; and in all the vouchers you will find that the pipe has been deducted from the contractor at the cost price. It is a uniform price all the way through. We have never made a single distinction.

Q. Then, when the contract is settled for, it is settled for at what ?—A. Twenty-three cents ; but we put it in at 88 cents, in order that the improvements may be made.

Q. So that the board of public works may be re-imbursed in that mode for the cost of the pipe ?—A. Yes, sir.

B. OERTLY recalled.

By Mr. STANTON :

Q. When you left the stand the other day I was about to inquire of you whether the cost of work, as taken from the vouchers, was based upon remeasurements of the work ; in other words, whether a careful remeasurement constituted the basis on which payment was made and on which a voucher was issued ?—A. The vouchers are based on very careful measurement.

By Mr. JEWETT :

Q. When were those measurements made ?—A. They were generally



made after—well, the final measurements; there were measurements made during the course of construction, and then there was invariably a final measurement made, very carefully, after the completion of the contract.

Q. That schedule which you made out, and which you presented here in evidence, gave the measurement of the work done. What street was that—New Hampshire avenue or Pennsylvania avenue? I mean the first item on your schedule.—A. I think it was First street west.

Q. Well, whatever street it was, you professed give the measurement in that schedule?—A. Yes, sir.

Q. You then, on the opposite column, gave the amount of payment, as by the voucher?—A. Yes, sir.

Q. In your testimony you said that your measurement was wrong—the measurement as evidenced by the paper?—A. Yes, sir; it was an approximation. The first measurement against the Government was an approximate measurement.

Q. You were asked distinctly if that street or work was ever again measured, and you said no. You answered emphatically that there never had been a second measurement.—A. I do not exactly understand you. Do you mean the second measurement against the Government? Of course there was a correct measurement when the payment was made to the contractor.

Q. You were asked that question when you were on the stand before, and you said that no such measurement had been made.—A. Well, then, I certainly must have misunderstood the question.

Q. Do try and revive your recollection. You were asked,<sup>2</sup> further, whether you had discovered that the first measurement was wrong from the voucher, or in what way you made the discovery?—A. No, sir.

Q. You answered, from the voucher?—A. What I wanted to convey was this: these charges against the Government were approximates and based on an average price. In that statement which I submitted I gave the actual expenditures made by the board on sewers which are clearly chargeable to the United States.

Q. But then if the first measurement was but an approximate one, why, when you presented that statement to this committee, did you not give us the correct measurement and not the approximate one, if there was a correct one?—A. Well, that is exactly the thing I tried to do. I gave you on the second page the correct measurement.

Q. I asked you then, and I ask you now, to point to anything upon that second page indicating any measurement whatever; get your schedule and point it out, if it is there.

[Witness produces a paper and hands it to Mr. Jewett.]

Q. Now, your measurement is First street, northwest, from Pennsylvania avenue to B street, north 750 feet, amounting to \$3,525. On the second column it is, from vouchers of G. Follansbee and D. R. Smith, 900 feet. What is there there evidencing a measurement you have of the number of feet on the second column?—A. Certainly.

Q. I asked you where you got that from, and you said from the voucher.—A. Well, I suppose it is in the voucher.

Q. I asked you if you derived that 900 feet from the chart-measurement, and you said no.—A. It is from the map.

Q. I am not asking about your map; I am asking you now under oath whether that 900 feet was derived from a measurement?—A. If you mean to say that I went out with a chain, that of course I did not do.

Q. What did you go out with?—A. I took the voucher, I got the price, and the map shows clearly that there is 900 feet there.

Q. Then, when you stated a few moments ago that this correction was made from an actual and accurate measurement, you stated what was not true. Is not that the fact?—A. To the best of my belief, that is accurate.

Q. And your belief is based upon the voucher, and the figures you found upon the voucher?—A. Certainly.

Q. And nothing else?—A. Nothing else.

By Mr. MATTINGLY:

Q. Is that voucher based on a measurement?—A. Certainly the voucher is based on measurements.

By Mr. JEWETT:

Q. By whom?—A. The measurement was first made by the gentleman who has charge of that particular branch, Mr. Bodfish, and then they are gone over by Mr. Barney.

Q. You do not vary from your answer that neither the chain nor any other instrument was applied to that second measurement?—A. No, sir; not by me.

By Mr. STANTON:

Q. When you say that you did not use the chain, do you mean that you did not use the chain when you prepared this statement?—A. That is what I mean.

Q. Were the proper appliances and instruments used when that measurement was made on which the voucher was based: were the proper instruments used to make a measurement when that measurement was made on which the voucher issued?—A. Certainly.

Q. The measurement, then, was carefully and accurately made?—A. Yes, sir.

Q. And the voucher issued thereon?—A. Yes, sir; exactly.

Q. And when you came to prepare this statement you took the record of a measurement without going out—A. To measure it; that is the state of it, sir.

Q. Now, when you testified the other day that no re-measurement was made, did you mean no re-measurement for the preparation of this particular statement?—A. That is what I meant.

Q. When you said that this final column was made up from vouchers, was each voucher based upon a measurement made before the voucher was issued? Is each voucher of this statement based upon a re-measurement carefully made of the work?—A. Yes, sir; it is based upon a careful measurement.

Q. Please get the vouchers and point out the measurement shown on them.—A. There are a great number of them.

Q. Will you get one as an illustration?

[Witness produces vouchers.]

By Mr. STANTON:

Q. Have you brought any of the vouchers with you referred to in the last column of your statement?—A. I have, sir.

Q. Whereabouts in the statement do you find them?—A. Mr. Lay has just handed them to me. I do not know exactly where they are stated. [Voucher offered in evidence as follows:]

SEWERS.

489 feet 12-inch pipe, at 65 cents.....	\$317 85
198 feet 18-inch pipe, at \$1.40 .....	277 20
3 feet 18 by 12-inch pipe, at \$2.40.....	7 20

21 feet 12 by 6-inch pipe, at \$1.10 .....	\$23 10
7 12 inch bands, at \$1.80 .....	12 60
2 iron tops for sewer-traps, at \$12 .....	24 00
1 granite frame for sewer-traps .....	20 00
1,666 R. M. Johnson trap-covers .....	310 00
	<hr/>
	991 95
Deduct part certificate 430, 1873 .....	248 96

WASHINGTON, D. C., October 27, 1873.

## BOARD OF PUBLIC WORKS, D. C.

To D. R. SMITH,

DR.

873 linear feet 12-inch Scotch tile, and laying, at 88 cents per foot .....	\$768 24
51 linear feet 18-inch Scotch tile, and laying, at \$1.62 per foot .....	82 62
18 linear feet 12 by 6 connections, at \$1.38 per foot .....	24 84
7 man-holes, 9.8 feet deep, (half-pipe pattern,) \$57.44 each .....	402 08
9 receiving basins and traps, (old corporation pattern,) \$145.38 each .....	1,308 42
9 receiving-basins and traps, (Chase pattern,) \$114.58 each .....	1,031 22
7 sewer-drops, \$71.25 each .....	498 75
950 cubic yards excavation, (made ground,) at 50 cents per yard .....	490 00
	<hr/>
	4,606 17
Deduct property .....	\$991 95
Deduct certificate .....	248 96
	<hr/>
	1,240 91
	<hr/>
	3,365 26
Retain 10 cents per foot on 942 feet pipe .....	94 20
	<hr/>
	3,271 06

I, \_\_\_\_\_ superintendent for improvement of \_\_\_\_\_ street, (between \_\_\_\_\_ and \_\_\_\_\_ streets,) \_\_\_\_\_ in \_\_\_\_\_ hereby certify that the work embraced was done under the order of the board of public works, in conformity with the contract and specifications.

\_\_\_\_\_  
Superintendent.

Dated, \_\_\_\_\_, 1873.

I hereby certify that I have measured and inspected the work done by D. R. Smith, on the improvement of First street northwest, (from Pennsylvania avenue to F street,) in square \_\_\_\_\_, embraced in his bill dated October 27, 1873, which work was done under the order of the board of public works, (contract No. 384,) and find it correct as to quantity and quality, and that the work has been done and material and labor furnished as per contract and specifications.

CHAS. E. BARNEY,  
Assistant Engineer.

Dated October 27, 1873.

Approved October 27, 1873.

ADOLF CLUSS,  
Engineer Board of Public Works, in Charge.

I certify that the foregoing bill is correct in form, and that the prices are according to contract, and is therefore audited in the sum of three thousand two hundred and seventy-one and  $\frac{16}{100}$  dollars.

J. C. LAY,  
Auditor Board of Public Works.

Dated DECEMBER 10, 1873.

By Mr. STANTON, (to the witness:)

Q. Are all the vouchers made out in that same form?—A. Yes, sir.

Q. Then, at the bottom in each case, there is a certificate by the engineer that he has measured and inspected the work so embraced in the bill?—A. Yes, sir.



Q. And that it is found correct as to quantity and quality. By whom were most of the remeasurements and surveys made?

The WITNESS. Do you mean these vouchers?

Mr. STANTON. Yes, sir.

The WITNESS. I think the originals were mostly made by Mr. Bodfish, and Mr. Barney went very carefully over them, and finally they were signed by Mr. Cluss, the engineer in charge.

Q. Most of the certificates, then, are made by Mr. Barney?—A. Yes, sir.

Q. Now, in that other statement respecting the work done on the avenue, are the vouchers in the same form there as to the certificate of an engineer, respecting the measurement?—A. Yes, sir.

Q. Your statement there also, then, is based upon the record of a measurement by an engineer?—A. It is.

Q. In respect to the avenue, by whom were most of the measurements made and certificates given; by what engineer?—A. That is more than I can answer correctly, but I think the bulk was made by Mr. Barney.

By Mr. STEWART:

Q. Let me understand you. You say that these vouchers were made up by actual survey, and certified to by the engineer who made the survey?—A. Yes, sir.

Q. What did you mean when you said that your statement was made on no survey?—A. You will perceive that those vouchers generally cover a contract; of that there will be only one portion due to the Government.

Q. Only a portion due to the Government?—A. Occasionally it may be entire, but generally only a portion.

Q. Then in making up the statement against the Government, where did you get your data; where did you get your facts from which to make it?

The WITNESS. Do you mean in this schedule of mine which I handed to the committee?

Mr. STEWART. Yes, sir.

The WITNESS. I prepared that from the map, to the best of my knowledge.

Q. From the map exclusively?—A. From the map exclusively, because I think it is fully as correct.

Q. Did you look at anything else in making up your statement, except the map?—A. Well, no, sir—and the voucher, of course.

Q. You did look at the voucher?—A. To get the cost; yes, sir.

Q. You looked at the voucher to get the cost of what?—A. To get the cost of the Government portion of that sewer.

Q. You looked at the voucher to see how much it was per foot?—A. Exactly so; per foot.

Q. That is what you mean?—A. Yes, sir.

Q. That is the only purpose for which you looked at the voucher?—A. Yes, sir.

Q. Then you ascertained the number of feet from the map?—A. Yes, sir.

Q. How did you ascertain the number of feet from the map?—A. By scaling.

Q. You got the rate per foot—what else; did you get from the vouchers anything else?—A. No, sir; I wanted to get the length due by the Government. I had to ascertain from the map.

Q. How did you ascertain whether the work had been done at all or not?—A. In most cases, I think, I knew that the work was done from

personal observation; but certainly I had to rely on the voucher, and the voucher never would have been given if it had not been done.

Q. Then you looked at the voucher to ascertain what the cost per foot was, and further to ascertain whether it had been done all along in front of a square, for instance; that is the way you did?—A. Yes, sir; the voucher generally gives the limits and the location of the work, and off that I took what was due by the Government?

Q. Are you certain that the map was correct; did you ever test it enough to know whether the map itself was correct from which you made that statement?—A. O, the map is correct.

Q. What is the scale of the map that you worked from?—A. It is not this map; it ought to be up here.

Q. I say what is the scale of your map.—A. Two hundred and fifty feet to the inch. This one that you see there is 500 feet to the inch.

Q. It is a larger map than that?—A. Yes, sir; twice as large; but I wish you to understand me in regard to the scale.

By Mr. STEWART:

Q. I would like to, sir.—A. I make that statement to show that the approximate price which I had given in the start was not much out of the way. I do not give it as a voucher against the Government.

Q. Can you explain how you ascertain whether your approximate price, which you give in making your estimates—how did you compare them with the real cost, as you said you did, by the voucher? Explain the process—how you made the comparison. You said that the real price exceeded the approximate price about a thousand dollars on this work; how did you ascertain the comparison?—A. It was by taking all the sewers together. We calculated brick-sewer 4 feet, 3 feet 6 inches, 3 feet, 2 feet 6 inches, and all the large pipe, and also the small sewers.

Q. Explain how you made the comparison.—A. Just by that table. The Government measurement took one price; small, and up to four feet, at \$4.70. Now, by going over those streets, getting the real cost, and footing the total, I find that the total is not much at variance with the average price which I had assumed.

Q. The average price only exceeds your estimated price about \$1,000?—A. That is what I think I do show.

Q. You examined all these vouchers, did you?—A. I examined all these vouchers, sir.

Q. And then took the number of feet from the map?—A. From the map.

By Mr. HUBBELL:

Q. I understand you made a comparative table to show the difference between an estimated cost and the real cost?—A. Yes, sir; I did it to show that my assumption was not very much out of the way.

By Mr. JEWETT:

Q. Please take that voucher, and state how you tested the measurement by that voucher.—A. What measurement?

Q. The measurement that you give in your first column. You give there a measurement of some 750 feet. Now, state how you tested that by that voucher.—A. That is not tested by the voucher; the first measurement Colonel Samo had made; on the first page of my table I did not give the measurement as Colonel Samo, whom I assisted and whom Mr. Forsyth assisted, had given it.

Q. Very well; now, in the second column you give a different measurement. How did you find that measurement from that voucher; how

did you find that number of feet of work done was increased, as stated in your second column from that voucher?—A. In this instance it was increased.

Q. I say, how did you find it from that voucher?—A. The voucher itself gives it.

Q. How do you make 900 feet out of that voucher?—A. Eight hundred and seventy-three feet of 12-inch pipe and 51 feet of 18-inch pipe.

Q. Does that make 900?—A. Nine hundred and twenty-four.

Q. Now, go down a little further; how many more feet are there?—A. The others do not come in, because they are connections.

Q. Do you make 900 feet out of that voucher?—A. Nine hundred and twenty-four.

Q. Well, that is not 900 feet, is it?—A. I would have to look at the map in this case.

Q. Very well; but we will get through with that first.—A. By the bye, that is not the voucher corresponding to the first 900, is it? This is D. R. Smith's.

Q. D. R. Smith's is the first one?

Mr. WILSON. Follansbee & Smith, 900 feet.

By Mr. JEWETT:

Q. Can you make it?—A. Well, all I can say is, that I kept under the mark.

Q. Then, your statement is not based upon the measurements as certified by Mr. Barney?—A. Well, yes; but it is not that measurement. I used this voucher to get at a price per linear foot.

Q. Your second statement, in point of distance, is not based upon that voucher?—A. No, sir.

Q. Then you took it from the map?—A. Yes, sir.

Q. The map, then, does not evidence a measurement made after the work was done?—A. No; I would not say that.

Q. Well, do you not know it does not?—A. No; it is no measurement. It is as good as a measurement.

Q. It was not made after the work was done?—A. Yes, sir; the sewers were entered on the map after the work was done.

Q. How entered on the map? Was the scale on the map changed?—A. No, sir; the scale was not changed.

Q. Very well. In taking distance from the map you used the original scale?—A. I used the original scale.

Q. So that there was no change made after the work was done?—A. No, sir.

By Mr. STANTON:

Q. Were the sewers put down on the map after the work was done?—A. Yes, sir; in a few instances we had—they did not come up to the completed work.

By Mr. BASS:

Q. Will you look at your schedule again, on page 1669. There is an item, about the middle of the schedule, on the right-hand of the second column, from Bartlett & Williams, North Capitol, 172 feet 6 inches, \$83.65. I suppose that is the voucher which you have for the purpose of getting your average included in this charge against the Government as a part of the Tiber sewer, is it not?—A. Yes, sir.

Q. Now, look down a little further. You see another voucher of Bartlett & Williams, Tiber, 175 feet, \$102.50; making \$17937.50. Is that a part of the Tiber sewer?—A. Yes, sir.



Q. Now, show me where, as against the United States, you have ever charged any part of the Tiber sewer at \$4.70 a foot?—A. I think I explained the other day that in this statement I took in all the sewers.

Q. But the point is this : You are making a scale, upon which you base your testimony, to the effect that your average of \$4.70 was a just charge against the United States, and, for the purpose of establishing that, you produce vouchers which cover the cost of the main sewer, that has been charged against the United States at a vastly enhanced price. If your scale is worth anything at all, you should include in your second column simply those sewers that have been charged against the United States at \$4.70, should you not?—A. Mr. Bass, the result will be the same ; because in those cases we charged the exact cost at the time, and I again charged them.

Q. Has the District government ever charged Tiber sewer against the United States at \$4.70 per linear foot?—A. No, sir ; neither do I state so.

Q. I so understood you to state by this schedule.—A. No, sir ; this schedule includes all the sewers. Perhaps it would have been clear if I had deducted——

By Mr. BASS :

Q. You say that before you commenced to make out vouchers against the United States Government, you made an estimate, upon which you concluded that an 18-inch sewer was the average-sized sewer, and that the average cost per linear foot, chargeable against the United States, would be \$4.70?—A. Yes, sir.

Q. And that, therefore, you concluded it would be fair, as against the Government, to charge it, regardless of the actual cost of the sewerage, the average price of \$4.70?—A. Yes, sir.

Q. If that was so, then you ought to have charged the other sewers, and the smaller sewers, at the same price?—A. Yes, sir.

Q. Now, then, you seek to prove to us that your average was a fair average, by producing this schedule, do you not?—A. Yes, sir.

Q. And this schedule, then, should contain the vouchers simply of those sewers that were charged at \$4.70?—A. No, sir.

Q. Certainly they should.—A. It would have been clearer if I had deducted the others, but the result would be the same.

Q. If you did not, those large sewers in both columns, which are charged in both columns the same, the footing, of course, will be less?—A. Not at all.

Q. Have you included anything in this first column—is there anything included in your first column except those sewers, which you have, in fact, found charged at \$4.70 against the United States?—A. Yes, sir.

Q. Where?—A. You will find it on page 1670.

Q. Will you refer to the pages of the Governor's Answer where there is an instance of the first column?—A. Page 1670. There is Missouri-avenue sewer, Governor's Answer, page 429, \$21,872.50.

Q. That is charged against the United States at \$13.46 a square foot--1,625 feet.—A. Begin on page 456 of the Governor's Answer. It is at the bottom of the column. Those two items are all large sewers.

Q. Now, right in connection with the precise charge, those are both charges for the B-street intercepting sewer?—A. Yes, sir.

Q. Now, in the first instance, you have charged it against the Government at \$15.99, and in the second instance at \$21.97, being less than it is for the same sewer?—A. No, sir. I think that is not clear in the Gov-

error's Answer. Independent of the increase of cost by the award of arbitration, the sewer is of very different size. It varies from 12 feet in diameter to 6 feet, and of course the upper portion, the price of that is much less than the lower section. Whatever is charged there to the Government is the actual cost to the board, except in those cases where there is one sixth to be deducted; and I think the Governor's Answer gives it complete.

Q. Did the board, in the construction of that sewer, pay for it at a given amount per linear foot, or did the contract provide for different prices for the different sizes of the sewer?—A. The contract was per linear foot, but there was an arbitration in one case. In the distance from Seventh to Fifteenth street I think the arbitration increased the price.

Q. There are three items; any others?—A. Those are the main ones. If you take them at both sides, of course the total feet will be less, but the bearing will be the same.

Q. Are those, then, upon the other side of the column of the page the only three items you have included that should not be there?—A. I think there are three—may possibly be another one. There is another one—Slash Run sewer.

Q. Slash Run sewer? That is on the first page; credit charged up at \$15.16.—A. That ought to come out also.

Q. Where is that on the other column? Where is the amount corresponding to the item of \$6,427.70 upon the other side of the column, having reference to Slash Run sewer?—A. Will you let me look at the Governor's Answer?

Mr. BASS. Yes, sir.

A. That item was charged at \$4.70 on page 413.

Q. Where is the reference to it in this schedule?—A. There are those numbers of sewers right opposite to it. You will find those various sewers right opposite to it, there on New Hampshire avenue.

Q. There is the item on the first page of this schedule from vouchers of Bartlett & Williams: Tiber, 175 feet, at \$102.50; \$17,937.50. Where is the corresponding item on the other side of the schedule?—A. On which page?

Q. It is page 1669, toward the bottom of the page, fifth or sixth item.—A. That never has been charged.

Q. How is it fair to make up a schedule for the purpose of getting an average in which you have included work that has never been charged the Government, and, as I understand, which you claim the Government should compensate the District for, at the rate of \$102.50 a foot, to include that schedule, of course, for the purpose of bringing your average up to \$4.70?—A. It should have been charged at the time, but it had been done long ago, but it was overlooked.

Q. That is an error that should not be in?—A. No, sir; I think you ought to give us that credit.

Mr. BASS. Yes, sir; but you are asking compensation of the Government for it, not at the rate of \$4.70, but you ask compensation at \$103 or \$102.50.—A. No, sir; I do not. I only state it cost us that.

Mr. BASS. I understand you ask the Government to pay per foot at \$4.70, which you say was the average price; but you ask the Government to pay for it at the rate of \$102.50 a foot?—A. No, sir; I did not ask the Government to pay for it. I only say that the cost of those sewers—

Q. If that is not so, you will look on page 20 of the Report of the Board of Public Works, and you will find that it is claimed that the United

States should pay for the Tiber sewer, in front of the Government Printing-Office, \$12,000. That must be more than at the rate of \$4.70 a foot; it cannot be over \$1.70 a foot there.

The WITNESS. That is not New Jersey avenue.

Q. No; it is North Capitol street, is it not?—A. Yes, sir.

Q. Very well; here is a precise item. If you will look at that item on the middle of page 166, from Bartlett & Williams, North Capitol street, 172 feet six inches, \$83.65. That is the Tiber sewer, is it not?—A. Yes, sir; but that is not at the printing office. It is the same sewer, but it is at the intersection of New Jersey avenue and North Capitol street. The other is New Jersey avenue and H.

Q. Have you ever known any bills to be made out against the United States Government for constructing the Tiber sewer at the rate of \$4.70 per linear foot?—A. Not the Tiber sewer. They ought to have been charged in full at the time, but they were overlooked. The sewers were all down.

Q. We will go to another point. Take the governor's answer. I want to call attention to three or four items that I do not fully comprehend, and perhaps you can explain them. In the first place, on page 411, look at the charge against the United States as to Connecticut avenue—the charge in that voucher. You will notice there is a charge against the United States of \$172,399.40. Then the United States is credited "Deduct amount appropriated January, 1873, at M and Eighteenth streets, \$10,000." Now, turn to the appropriation of January, 1873, to be found on page 438, and you will find that item of Connecticut avenue toward the bottom of the page, and the amount of that appropriation, instead of being \$10,000, was \$20,780.65.—A. Yes, sir.

Q. Why should not the whole \$20,000 have been deducted, and not the \$10,000. Why was that?

The WITNESS. Will you allow me to illustrate by means of a diagram?

Mr. BASS. Certainly; any way to show it.

[The witness proceeds to explain by means of a diagram.]

Mr. BASS. Let me see if I get your meaning right. You claim that the appropriation of January, 1873, of \$20,780.65, was to re-imburse the board of public works for work which was done on Connecticut avenue, and also on the other side of the reservation at M and Eighteenth streets; and that you were only required to deduct so much of that voucher as applied exclusively to the work on Connecticut avenue side of the reservation.

The WITNESS. That is correct.

Mr. BASS. Then, that should apply also to the next item of \$6,000, and also to another item of \$13,000 on the same page, and to the various other items of a similar character running all through that voucher?—A. Yes, sir; in some cases.

Mr. WILSON. That has been done all over the city.

Mr. BASS. It is all through this voucher, for I have followed it through.

The WITNESS. In some cases the deductions are full where they were to be full, but, where the streets were concerned, of course only that portion due to the respective avenue was deducted.

By Mr. BASS:

Q. Now, I call your attention to another case, on page 413, which is a little different from that. Look at the one at the bottom of the page "on New York avenue from Ninth to Fifteenth streets, northwest." In that item is included different classes of work, amounting to \$272,131.80;



and it is on New York avenue from Ninth to Fifteenth streets, and from Seventeenth to Eighteenth streets. Why did not you deduct from the amount of that voucher the amount of the voucher on page 440, which represents money paid by the United States to the District government for work on New York avenue in the January appropriation, New York avenue, Thirteenth street, and H street, northwest—first item. It covers the same territory?—A. It is one of those unfortunate headings. It is really H street. It is not New York avenue. It is that triangular space by Gurley's church.

Mr. BASS. No; there is a deduction at Gurley's church.

The WITNESS. That is deducted.

Mr. BASS. That is another item.

The WITNESS. It is really another item, and it ought to be H street. The heading ought to have been H street and New York avenue and Thirteenth street, instead of New York avenue.

Governor SHEPHERD. We will have Colonel Samo bring up the scale-book if you desire.

Mr. BASS. I wish you would, governor. I do not exactly understand this.

The CHAIRMAN. I was out this morning. You may have explained, but if you have I would like to have you state it again. You made the average in order to ascertain the amount properly chargeable to the Government for the cost of sewerage?—A. Yes, sir.

Q. In making up that average and estimate did you include the total cost of the sewerage?

The WITNESS. How do you mean?

Q. You say in this statement here—

In consequence of the sewers, which had to be measured in January, 1873, being of many different sizes, 12-inch, 15-inch, 18-inch, 20-inch, and 24-inch pipe sewers, and some 3-foot, 3½-foot, and 4-foot brick sewers, (not to speak of the large Tiber sewer, B-street intercepting sewer, Missouri-avenue and Slash Run sewers,) and all of the above of different depths, varying from 9 feet to 20 feet and over, and for the purpose of facilitating the measurements and accounts, an average size of the sewer was assumed, and it was thought that the cost of an 18-inch pipe sewer would be nearest that average.

Q. Do you mean to say that you took an average of the cost, or that you estimated the total cost of sewerage in making that average: that you took into account all the sewers, big and little?—A. Except those enormously large sewers, like Tiber Creek sewer, and B-street intercepting sewer, that we never included at these average prices.

Q. Then in making up this average price, you excepted the B-street intercepting sewer and the Tiber Creek sewer?—A. Yes, sir.

Q. Any other sewer?—A. I think the Slash Run sewer.

Q. And the average of the balance?—A. Yes, sir.

Q. The B-street intercepting sewer, then, you have charged the Government at the actual cost?—A. Excepting one-sixth of some portions of adjoining property.

Q. And so of the Tiber and Slash Run sewers?—A. Yes, sir.

Q. In making up this average, and verifying your account, you did take in a portion of the intercepting sewer, and also the Tiber sewer, didn't you?—A. I give the credit on both sides.

Governor SHEPHERD. There had been some talk of an overcharge of sewer-work, and we had a statement prepared of what we had received on account of the sewers, and what had been expended. This statement of it here was intended for that purpose. It is not made with any regard to an average whatever. I did not know anything about any

average statement whatever of the witness. It was just a statement showing whether the Government had been charged more than had been paid.

By the CHAIRMAN :

Q. Did you make up an estimate for the board of public works of the amount due by the Government to the board, for their last annual report of 1873 ?—A. Not all. If you will refer me to any particular page I can tell you whether I did or not make the report which appears thereon.

Q. I see here an item claimed to be due the board of public works, for main sewerage, of \$2,540,681.83 ?—A. I did not make that.

Q. Do you know who did make it ?—A. Indeed I do not know, unless it was Mr. Forsyth.

Q. Do you know how that was made up ?—A. Well, I do not know exactly. I really had nothing at all to do with that.

By Mr. WILSON :

Q. Before we take a recess I wish to ask you one or two questions. Mr. Jewett called your attention to the first voucher of the first item in this statement that you presented to the committee. Now, I want you to look at the other three, and just tell me from these vouchers how you get the statement you have made here. Take, first, the vouchers of Gallagher. There you give neither the number of feet nor the price.—A. You will have to allow me to refer to my minutes.

Q. You say you made it from the voucher. Can you make that from the voucher ?—A. There is in this account one portion to be borne entirely by the Government, and the other, between First and Second streets, one-sixth, is to come out, and that, of course, reduces the voucher somewhat; but I can give you my minutes for it. I think I gave \$1,453, and the total is \$1,592. Between Second and Third streets it was to be entirely charged to the Government, but between First and Second one-sixth is to come out.

Q. You have got in there 1,625 cubic yards of excavation.—A. That is an element of the sewer; and \$1,592 represents the total cost of the sewer.

Q. But here are 738 linear feet, 15 Scotch tiles, and laying at \$1.33 ?—A. Yes, sir.

Q. Did not that embrace the excavation ?—A. No, sir; the excavation is invariably paid by itself.

Q. Very well; but did not the board of public works have a contract with a party for just putting down so much sewer ?—A. Well, the contract was to be based on board prices, which was 88 cents for 12-inch pipe, exclusive of excavation, and then they paid 40 cents per cubic yard on excavation and these sundry schedule prices for man-holes and traps.

Q. Is that the way the contract ran ?—A. Yes, sir.

Q. Look at the next one, and see what you can make out of that; that is, Brennan and Hutton.—A. That is something similar; a portion of it is entirely due by the Government, and one-sixth off.

Q. The voucher itself does not correspond with this.—A. With what?

Q. With this.—A. Because it could not. These represent the amount of work done by the contractor—the amount due him.

Q. You had to figure these results out of the voucher in some way ?—A. Of course.

Q. That is not explained on the face of the voucher.—A. Of course;

this account is with the contractor. What I stated is what is due by the Government on that work.

Q. Then, this table you have presented is simply the result of some calculations you have been making, not taken from the vouchers at all?—A. I got the cost per linear foot from the voucher, and then I got the length chargeable to the Government from the map.

Q. Exactly. Now, we are coming at it. So that, in your statement yesterday that you had taken this from the voucher, you were mistaken?—A. Yes, sir; I suppose that statement was not precise enough.

Q. But you have had to go to the map?—A. Yes, sir.

Q. Now, don't you know that there are two maps, and one is a right map and the other is a wrong one? That is a perfectly plain question, and I want an answer to it. Don't you know there are two maps, one of which is correct and the other of which is not?—A. I don't exactly understand.

Q. That is a tolerably intelligible question, I think. I don't think there is anything ambiguous about it.—A. Certainly there may be erroneous maps.

Q. Don't you know there are just two such maps as that, one of which is right and the other of which is not right? With regard to sewers?—

A. Yes, sir. I don't exactly—

Q. Let us have it; you have no interest in this matter. Let us have it just as you know it to be.—A. Indeed, I try to be perfectly frank.

Q. Certainly. I don't doubt it.—A. If I exactly understand what you refer to—

Q. I want to know if you don't know that there are two maps, one of which is right and the other of which is not?

Mr. HUBBELL. Two—where?

Mr. WILSON. I am coming to that presently.

The WITNESS. Certainly. The map in which these sewers which I had reference to are located—that is correct. I don't think there is any other map.

Q. Don't you know that there was a map brought here yesterday as the right map and sent away?—A. I was here yesterday but a few moments.

Q. State whether you don't know that there are two sets of maps.—A. Well, we have a number of maps, some of which are not correct, and I certainly would very gladly point out any one that you refer to, but I cannot exactly understand.

Q. You are perfectly familiar with that office?—A. I think I am. We have a great number of incorrect maps, but this one, which I used certainly, I think, to the best of my knowledge, was correct.

Q. I want to see that map that you used when you made this out?—A. I sent for it this morning, and I thought it was here.

Mr. STANTON. Did you send any map back yesterday?

The WITNESS. No, sir.

Mr. MATTINGLY. There was a map brought to me yesterday, that I sent back. I had requested a copy, for the use of the committee, of the Ellicott's map, from the office of the Commissioner of Public Buildings, and they brought me not the Ellicott's map, but another map. I don't remember now who it was that brought that map to me; but I sent it back.

Mr. STANTON. I saw that map; it had nothing to do with the sewers. It was a map dated in 1792, and I handed it to Mr. Mattingly.

Mr. MATTINGLY. Yes, you showed me the map, Mr. Stanton.



By Mr. WILSON :

Q. Looking a little farther down on this statement of yours, you will find, "No settlement as yet; estimated at \$3=\$4,500." "No settlement as yet; estimated at \$3=\$6,198."—A. No final vouchers in regard to them.

Q. How did you get at them?—A. From the size of the pipe, and from the other board prices; and I think \$3 is just about as near as I can come to it.

Q. That is a mere guess?—A. No, sir; I would not say "guess."

Q. It is only an estimate?—A. It is an estimate.

Q. You do not pretend it is right?—A. It might vary 10 cents, more or less, either way.

Q. You do not pretend it is accurate?—A. No, I stated it here as an estimate.

Q. Then, this table would not be of much value to the committee in the way of arriving at the average cost of this to the Government?—A. I only presented it with a view to show that the average which I had recommended was not so outrageously wrong.

Q. You have gone over all these vouchers, have you, one by one?—A. I think I have.

Q. Then it would not have been much trouble for you to have made out for us a statement of the number of each kind of sewer-pipe that had been put down?—A. Do you mean at the time?

Q. Yes, sir.—A. Yes, sir; because for the very reason that we did not have these vouchers in.

Q. When you made this up you had the vouchers, did you not?—A. Yes, sir.

Q. Why, then, did not you give us all the lengths of each kind of pipe, and then we could have told exactly what the fair average was?—A. I promised you, I think, on the day before yesterday to get it up.

Q. Have you got it up yet?—A. No, sir; I did not feel well enough to work at it, but I shall get it for you without any delay.

Q. Did you help measure New Hampshire avenue with Colonel Samo?—A. I do not know whether I was present the last time.

Q. What last time?—A. I was not present for the three or four last measurements.

Q. How many measurements has he made on New Hampshire avenue?—A. I could not say, unless by referring to the governor's answer.

Q. Have you been measuring very recently?—A. Well, I went over it, I think, with Colonel Samo.

Q. When?—A. It was only some eight or ten days ago.

Q. Have you and he been making figures on New Hampshire avenue recently?—A. He was; I have not.

Q. Haven't you made any?—A. He convinced me that he was right.

Q. Did you make any figures on it?—A. No, sir, I cannot say that I made any figures.

Q. You say he convinced you that he was right?—A. Yes, sir. I would rather say that he convinced me, because in the beginning I thought he was wrong.

Q. Now, I would be glad to have you state exactly how he has gone to work to make it up that he was right in the first instance. What have you done?—A. Well, he told me that he had measured the depth of the excavation, and arrived as closely to the fill as he could. With regard to the fill, he had to refer to me for personal knowledge. The profile in the office, as we now have it relative to that fill, is wrong.

Q. The profile is wrong?—A. Yes, sir; that is to say, the profile is

right enough for the time when it was taken. But there had been quite a large fill made prior to the taking of the profile, and I happen to be a little familiar with that locality, because I traveled over it, and on account of that familiarity I gave him my views as to the depth.

Q. Did you bring the committee the papers that we called for the other day with regard to your measurements and with reference to that million appropriation?

The WITNESS. These memoranda?

Mr. WILSON. Yes, sir.

The WITNESS. Yes; but they are in such a shape that I rather dislike to have them go in as evidence. Still, if you desire, I will submit them.

Mr. WILSON. I would like to look at them.

The WITNESS. I will produce them so that you can examine them during the recess.

The committee took a recess until 2 o'clock.

2 O'CLOCK P. M.

FRANCIS P. BLAIR sworn and examined.

By Mr. MATTINGLY:

Question. State to the committee whether you have a place on the Seventh-street road.—Answer. Yes, sir.

Q. Give the committee your views of the desirability of that improvement, and its condition, and so on.—A. I have a place at the depot at Silver Springs. I think it is an excellent improvement; we have good roads.

Q. State the importance of that road as a thoroughfare; whether it is a main thoroughfare or not. What roads lead into it?—A. It is a great thoroughfare for Washington City; it has produced a great influx of population in that neighborhood.

By the CHAIRMAN:

Q. State to the committee the character of the road—its present condition.—A. It is a very good road, and is a great improvement.

Q. Does it run to the Maryland line? It extends to your place, does it not?—A. Yes, sir; to my place.

By Mr. MATTINGLY:

Q. State what was the condition of that road before it was improved.—A. It was a very melancholy road. I had to loan my wagons and teams to get other wagons out of the mud. They stuck fast. I was called on by the people of the county to loan my wagon and horses to get them out of the mud.

Q. You testified before the last investigating committee, did you not?—A. Yes, sir.

By the CHAIRMAN:

Q. Is your testimony substantially correct as given there?—A. Yes, sir. I have only to state further that the statements which I made before the last committee have been verified by the facts.

The testimony of this witness in the former investigation into the affairs of the District, found at page 738, and following, of the Starkweather Report, was ordered to be printed, and is as follows:

WASHINGTON, D. C., April 10, 1872.

FRANCIS P. BLAIR duly sworn and examined.

By Mr. CHANDLER:

Question. How long have you resided in Washington?—Answer. I came here in 1830; about forty-two years since.

Q. State whether you had occasion to know the history and condition of the Washington canal since you came here?—A. Yes, sir; I have known a good deal of it. As I understand Dr. Hall, he thinks that filling up the canal will make it like a *great sponge or morass*, and that the feculent matter there will make the city unhealthy. I think the mode of filling up should be to have it compact as high as the tide rises, and keep out the tide by water-proof walls at each end; then the earth will not become a morass. The surface above tide-water may be made a sort of French drain, with rubble-stone. The filling completed with soil suited to the growth of trees would render the nuisance a beautiful addition to the park.

Q. How long have you been of the opinion that the true solution of the canal difficulty would be to fill it up?—A. General Jackson observed to me that it was the greatest folly in the world to bring a canal through the city; that we had a tide-water river, and that the commerce of the city should be carried on through that.

By Mr. ELDRIDGE :

Q. What do you think of the canal for commercial purposes?—A. I do not think it useful at all.

By Mr. CHANDLER :

Q. This statement by General Jackson was made to you, was it?—A. Yes, sir.

Q. When?—A. I think in 1832 or 1833, somewhere along there.

Q. His opinion was very fixed?—A. Yes, sir; he spoke of it as the greatest absurdity in the world to attempt by a canal to supersede a tide-water river flowing along by a city, and make the canal the channel of its commerce. Wherever you see commerce along the shores of any place, it becomes dirty, unsightly, and sickly.

The canal we see has come to this result. Dr. Hall concurs in this respect with the physicians of the board of health; yet I concur with him in the belief that if the canal were kept clean and deep by dredging, or a sufficient fall of water, it might not be so hurtful as hitherto to the city's health, though open in the midst of it; still its emanations would be unwholesome, and the noisome gatherings on its sides, in the name of commerce, would be a poor compensation to the people for the loss of the salubrious air, the reviving green turf, and cooling shades, the park was meant to yield. The system for draining the city of its surface-water, by cutting down the grade of streets from the high ground in the central parts, to run it off rapidly through streets terminating at the river shore, will perfect its health. Although the depth of the cutting in some streets made a bad impression for the moment, when the houses have basements built under them, as they will in the course of time, the value of the property will be immensely increased and the beauty of the streets improved by the elevation thus given to windows.

Q. You believe in the policy of getting uniform grades?—A. I do; and carrying them through the city and into the District beyond Boundary street. I believe the plans generally adopted by the city government the best ever suggested. They do honor to the taste and genius of those who designed them to fill up the outline which nature seems to have destined for the site of the capital of our country. The city and its surrounding district will then become one vast amphitheater, mounting by grades from the Potomac to the hills five miles beyond its northern boundary, and 500 feet above the tides. The first terrace arises from the circle of Boundary street, making that beautiful coronet of wooded heights that crowns the brow and looks down upon the city and the expanse of its river as far as Mount Vernon and Fort Washington. The next grade brings us to the circuit of forts that protected the city during the late war. The roads made to unite these defenses by the soldiers formed an outer circle to Boundary street, two miles beyond. They are located on eminences that command the country on both sides of the circuit, while the city is invisible and sheltered by the first elevation that surrounds it. The third elevation is that which makes the dividing line between the District of Columbia and Montgomery County, Maryland. It is five miles from the city limits, on the direct Seventh-street road. To this point all the parked avenues from the city tend. They emerge at right angles, and on reaching the military way fall in through it into the graded Seventh-street road, from west and east, and blend with it all the roads from the navy-yard and from Georgetown, and pursuing its route northwardly two miles meets all the country roads that converge at Silver Spring; Rock Creek and Slago approach each other so closely here as to leave at the summit-level a plain a little more across than one mile to divide them, thus bringing together at that place all the country roads seeking the city from the northern, eastern, or western direction. The Colesville turnpike, the Sandy Spring turnpike, the Brookville turnpike, all macadamized, are brought on the District line at this spot; and the Rockville road and such others as cross Rock Creek to fall into the Seventh-street avenue, also unite in this place of general rendezvous, which is also the depot of the Metropolitan branch of the Baltimore and Ohio Railroad. This shows the importance of rendering as perfect as possible the thoroughfare of six miles leading into the heart of the city from the highways of the country



which concentrates its products upon this railroad depot. Thence they may go to the market of either Baltimore or Washington by the steam or horse car, or by the wagon of the farmer, who may continue the transportation on the Seventh-street graded and macadamized central city road.

But the improvement of greatest value, as most comprehensive, is that which proposes to finish the military road which unites the forts around the city. It is to become a grand avenue from the Soldiers' Home westward to the first bridge on the road between Fort Stevens and Fort De Russey, and thence carried along the stream of Rock Creek and the road on Broad Branch, they blend into one main avenue, sloping with easy grade the 500 feet of the District line along the current of Rock Creek to its junction with the Potomac, making the most romantic, picturesque drive to be found anywhere.

On the river side of the President's Mansion, this country avenue will pass through the City Park, by the Washington monumental pillar, to the grounds around the Capitol, embracing the view of all that is necessary to save Washington from the river miasma and from the sneer of being only "a city of magnificent distances." It will present to the eye "a city of magnificent parks and palaces." The completion of North Capitol street, as already begun, to the Soldiers' Home, including its beautiful views and drives, with those of Mr. Corcoran's splendid villa, will render all east of the central Seventh-street line a grand park on the north of the Capitol. On the south, the Mall, with all its edifices, including those of the President's Mansion and those of the surrounding Departments, built or to be built, constituting the grand feature of architectural elegance, mingled with a rural scene, makes it a perfect *rus in urbe*. That inclosed by the military road westward on Rock Creek and smaller tributaries constitutes a park of itself, all wild and picturesque, in a most charming woodland scenery. It is filled with precipitous rocky heights, with rapid currents, the rich hillsides rising at successive points, covered with lofty trees, with an undergrowth of hannel, redbud, and dogwood, all beautiful in their seasons with flowers; the little brooks running from dells opening at intervals, dressed with floral ornaments springing from the woodland, would have induced all lovers of parks who have penetrated this wilderness of tangled forest and mazes of streamlets to assign superiority to this region in sight of our Capitol and pronounce it destined to become the most charming environ of that sort ever presented to a crowded city.

It would be an economy at once to establish a country road down Rock Creek to the Potomac from the military road. The purchase of the hillsides above, clothed with overhanging woods too steep for plowing, would preserve them from the ax. It is all now required for the contemplated park. Its completion would be the work of future years. Meantime, the avenue down the stream would enhance the value of the arable lands to proprietors and promote the prosperity of the cities and country by opening a new and easier grade for the interchange of commodities.

Q. Is it your opinion that the city has sufficient wealth to carry on this system of improvements?—A. I do not think the city has; but the continent has, and the people from every section who are coming here and to whom it belongs. It is to be the greatest city in the world; and the wards of the Government are doing the work—the negroes. We are paying them, but I think the Congress will pay us back some day.

Q. On the whole, you approve the plan of the improvement of the canal and the District?—A. As far as my reading extends, there is no plan of a city equal to that which Washington planned, just as it stands.

Q. Please state your opinion of the necessity of the Seventh-street improvement.—A. Seventh street is the great avenue to the country, which is to feed the city. The several roads in the country that come in toward the city may be represented by the fingers on my hands, all tending toward Seventh street as the fingers to the arm. All the roads from the country center in the Seventh-street road. The whole country to the north is drawn into it. It is a high road, 500 feet high, and the whole resources of the country for the city come in through Seventh, and Fourteenth, and North Capitol streets. It is, in fact, the only outlet to the north from the city, and is an easy road to the country west.

Q. Your residence is about six or seven miles out?—A. Yes, sir; about six miles from the Center Market. The Washington County boundary-line runs through my gate.

Q. You have traveled over the Seventh-street road for years. What has been its condition for many years past?—A. It is the worst road in the world. It is a light soil and cuts down to the hub. While it was a turnpike I had to lend my horses frequently to drag out teams from the mud.

Q. What was the width of it?—A. Not more than fifteen or twenty feet, and cut down to the hub. The carriage-ways were so narrow that there was great danger in crossing the ravines; every ravine was a trap. They had to be very cautious in driving, especially in the night.

Q. State your opinion as to the repairs that have been made in the road, whether the character of the road, as a highway and the amount of travel over it, justified it.—A.

My son, Montgomery, spent a thousand dollars, and I spent as much to get a road. We made the road for ourselves, because this direct city road was so bad a road. I would have been willing to pay on the turnpike, but it was at times impassable. We made a new one. I gave the road off from my land and then paid for making it.

Q. I wish to know whether or not you think the necessities of the people required the expenditures that the District authorities have made.—A. I do; I think it is the most valuable improvement they have made.

Q. You think it wise and judicious to put the road in as complete repair as it is now in?—A. I do.

By Mr. ELDREDGE :

Q. Have you observed the improvements that have been made in the city in the way of paving?—A. Yes, sir.

Q. What is your opinion of these improvements?—A. I think they are very valuable as far as they have gone; I am very doubtful, though, whether the wooden pavement is not the best of any of them. That is a very good pavement in front of the Arlington, however.

Q. Have you noticed the sewerage as far as it has been done?—A. No, sir; I think it is very important that the military road which the Government has made should be continued down to Rock Creek and down Broad Branch. The more of these avenues to the country you make the better for the health of the city. A road down Rock Creek, following the meanderings of the creek, and well macadamized, would make a beautiful road into Georgetown, and the people would go out into the woods, and they could raise their children with great hope; but while confined to this spot they will be less healthy.

Q. What do you think of the city running into debt and borrowing money to make these improvements?—A. I think it is a great advantage, because it invites population here, and will make it a beautiful capital of the nation. It will be of great advantage, as long as this nation lasts, to have it improved and accessible, so as to be an invitation to all the surrounding States to come here.

Q. What amount of debt can this city and population carry?—A. I do not know; it has a way of throwing it off when it is too heavy by calling on Uncle Sam to take the load. They say now we are employing labor on our highways and roads to take care of the wards of the nation; but they are being educated and improved, and it is a great triumph for our nation that we are not only freeing the blacks from bondage, but the whole country, and elevating in the eyes of the world.

By Mr. CHIPMAN :

Q. I would like to have your views in regard to the obligation that the General Government owes to this District to make it a proper residence and place for the capital of the nation.—A. The Father of his Country laid out the city for the nation; he never believed that a commercial people would live here. He judged wisely that these broad avenues were necessary for the capital of a great people like ours; he laid them out so that they can be parked and the health of the city secured. They are laid out so that the air can pass through the city in every direction. These broad streets are parks themselves; and this will be the most beautiful city the earth has ever seen.

Q. You know something of the traditions and the history of the location of the capital here. Can you state what was the purpose of the founders?—A. It was designed that it should be the most beautiful city of the greatest continent of the earth; and it ought to have the assistance of the whole nation.

Q. You regard it, and the founders of the city regarded it, as a matter in which the whole nation has an interest?—A. Yes, sir; for such a nation as ours. It looks back to the Old World and sees all those great cities of the past built on the sand; but this city is built on an elevation. Paris is on a little stream, the Seine, not much broader than our canal; but here is the broad Potomac; and all these hills about the city are connected with the mountains, so that here is to be a city right at the falls of the Potomac, which has the mountain air. Near my house you can see the Blue Ridge in Virginia, and Sugar-Loaf Mountain in Maryland. This region is elevated and healthy, above tide-water. At the District line it is 500 feet above the ocean. It will not sink here, like cities covered with the deserts of sand in the Old World.

Q. I want you to give us the traditions upon that subject for the use of the committee, and for other persons in Congress who think that the National Government has no obligations in this particular.—A. I think the founders of the city entertained no such opinion. Congress has never acted upon that idea. Congress is the founder of this city—made it what it is. It is the nation's city, and its very construction shows that it is made for a great people.

By Mr. COOMBS :

Q. How far do you think the four million dollars will go to carry out this vast system of improvement?—A. I do not know.

Q. Do you think it will finish it?—A. No; I expect it will cost at least thirty millions, including the Woodland Park.

Q. If the General Government does not come to our relief, don't you think that thirty millions will be a greater debt than this city can carry?—A. I am told by a gentleman from Philadelphia that our taxation is not so great *ad valorem* as that in Philadelphia. I think that every improvement put upon the city increases the value of the property here, and hence the wealth of the city will grow in proportion with the debt.

B. OERTLY recalled.

By Mr. WILSON:

Q. I was asking you whether you and Mr. Samo had been figuring on New Hampshire avenue within the last few days?—A. He was figuring.

Q. What were you doing?—A. He showed me his figures, and I think he also submitted them to Mr. Bleckenstoffer. I went over the ground with him after he had gone over it for himself. He also showed me his figures. I think he also submitted them to Mr. Bleckenstoffer.

Q. Were those figures that he had made quite recently, or figures that he had made originally?—A. No, sir, I suppose that the original figures were arrived at somewhat differently.

Q. Did you see the figures that he had made originally?—A. I think I did.

Q. Were you with him when he made his original survey or measurement of New Hampshire avenue?—A. Yes, sir; I was with him, and I think I had proposed a much smaller amount, for this reason: that I thought so long as the board had established a rule to pay only for excavation, and not for the filling, that the same rule should hold good in this case, and of course the result would have been considerably less. But in this case, the filling was done at a different time from the excavation. That is to say, the bulk of the filling was not obtained from the excavation of New Hampshire avenue, and the two gentlemen have thought that in this case it was fair to charge both.

Q. What two gentlemen?—A. Mr. Samo and Mr. Forsyth. Finally, I concluded perhaps it would be fair.

Q. You submitted to it?—A. I think upon the whole it is fair, inasmuch as we had to procure the filling from other streets.

Q. Where did this filling come from?—A. A large amount came from Twenty-first street; some from M, and some from Twentieth.

Q. When had that filling been done?—A. The way it occurred was this: Late in the fall of 1871 that section of Slash Run sewer had been completed, and for the purpose of protecting it, (as it was above the ground then,) it was ordered that the filling should begin against it. Of course it was not only on New Hampshire avenue, but it was all along that sewer. But that included a large amount of filling done on New Hampshire avenue.

Q. Between what points did you examine that avenue?—A. Between the same points as it was originally entered on the colonel's field-book; between G street and Boundary. That includes from G street to Pennsylvania avenue circle, and from Pennsylvania avenue circle to the P-street circle, and from thence to the Boundary.

Q. Did you make up your accounts that way?—A. I think they were originally made out in three items. Yes, sir. My original proposition was overruled.

Q. I cannot understand you.—A. My original proposition, I say, was overruled, as I have stated already, and I didn't pay particular attention further.

Q. Overruled by Mr. Samo and Mr. Forsyth?—A. Yes, sir; for the very reason I have just now stated.

Q. Did I understand you to state, before the recess to-day, that the



profile of that avenue is not correct?—A. Well, will you allow me to explain myself by a diagram? [Witness does so.] The profile in this case, I would say, is to be created from the memory of the men who were familiar with the ground.

By Mr. STEWART:

Q. You say the cross-sections were made after the fill had been begun?—A. Yes, sir.

By Mr. JEWETT:

Q. How long before this profile was made adopting the surface of the original fill as forming the base of the profile?

The WITNESS. Do you mean when the profile was made?

Mr. JEWETT. Yes, sir.—A. I should judge the profile was made in March or April, 1872, and the fill was in the fall of 1871—late in the fall.

Q. You had put in this sewer?—A. Yes, sir; to protect it from the frost of the winter, we made this fill—we filled against it.

Q. That was made before any profile was made?—A. It was made before any profile was made.

Q. Then, in the following year, three or four months afterward, when you came to fix the grade of that street—or had you fixed the grade before you put in the sewer?—A. No, sir; it was fixed afterward.

Q. Then, when you came to fix the grade of that street, you made the profile at that time?—A. Yes, sir; the profile was made at that time.

Q. When making that profile did you use this line [indicating] or did you undertake to make it in accordance with your recollection of this line? [indicating.]

The WITNESS. Do you mean in my calculation?

Mr. JEWETT. In the profile. The profile as it is upon paper.

It represents that line, [indicating.] I never have meddled with the profile or record at all. I can only positively say that in this case there was a certain depth here.

Q. Now, admit that, what has this to do with the account you made against that avenue for grading?—A. Because we went on to get the full depth.

Q. Then, in the account which you have here for expenses against the Government, your charge against the Government for this avenue not only includes the area within the limits of that profile, but the area within the original lines of that fill?—A. Within the original lines of the fill.

Q. How did you ascertain what was contained in these lines—what was the basis of your calculation?—A. Well, I did not make a calculation in this case. It was Colonel Samo himself who made it. Of course, in this case, you could not get at it in any other way except by placing cross-sections pretty close. It is a pretty deep filling, and the ground is somewhat irregular.

Q. In placing your cross-sections, did you use them for ascertaining the quantities between these lines, or did you apply them to these lines? [Indicating.]—A. For the entire lines between the grade and the original surface.

Q. How could you apply them between grade and the original surface, unless you knew what the original surface was?—A. The original surface shows—

Q. That is below the street?—A. Below; yes, sir.

Q. Does it above?—A. Yes, sir, it shows on both sides. The original surface was a pretty gentle curve.

Q. In making those cross-sections, looking to the original surface, what allowance did you make for the elevation of one side above the other—the east and west sides of the fill? For instance, if the descent was 10 or 20 feet, in making your cross-sections you would have to make allowance for that descent, would you not? You would not treat it as an even surface?—A. No, sir. Allow me to explain. I take a section for instance here, [indicating.] The ground slopes like that, [indicating.]

Q. Did you make any cross-sections before the work was done?—A. No, sir; there was no cross-section taken when the work was progressing.

Q. It was then taken after the work was done?—A. Yes, sir.

Q. And in making your cross-sections, you had no reference to the unevenness of the original surface?—A. No, sir, not any knowledge.

Q. You could not have, could you?—A. No, sir; in this case, to get at the original surface of the ground, they would have to be restored from the memory of some one familiar with the ground.

Q. And that calculation—did you in the first place make it with a view to the whole fill, or did you first make your calculations upon the basis of that line being the original surface—the first calculation which you made as to quantity?

The WITNESS. Against the Government?

Mr. JEWETT. The first calculation you made as to quantity, I do not care who it was against—the first time that you went there to ascertain the amount of work done at that point—did you take that line as a basis for this? [indicating.]—A. No, sir; the extreme level.

Q. You charged the Government not only with the excavating through portions of the street that you really excavated, but you charged it at the same rate for this fill?—A. For the fill: yes, sir. I at the time was of a different opinion. Still, I think, as long as the fill was obtained from the other streets, there was, perhaps, some fairness in it.

By Mr. STEWART:

Q. You charged them for the fill and for the excavation?—A. Only in this case. Yes, that was the only instance.

Q. How much a yard for each?—A. It cost 40 cents.

Q. Making 80 cents for the fill?—A. Well, if you had taken that fill alone, it would have been 80 cents.

By Mr. JEWETT:

Q. What calculation do you say Mr. Samo has been making within a few days?—Answer. He went over this New Hampshire avenue.

Q. Did he use the same profile that you had made before?—A. No, sir; he made his calculation also from observations on the ground.

Q. When were those observations made, the last ones?—A. I could not accurately name the day, but it was some time either last week or the week before. I was not with him when he made the observations, but, after he made them, I went over the ground with him.

Q. In these last observations, did you take the original surface?—A. Yes, sir.

Q. You had no reference to the surface after the first fill was made?—A. No, sir.

Q. To the surface as it existed when the profile was made?—A. No, sir.

Q. What other means did you resort to for the purpose of making

these calculations than those you had when they were originally made out; had you any other means?—A. No, sir.

Q. What difference did you make in the result?—A. That I could not tell you, sir. I did not make them myself, and I did not keep any record of it.

By Mr. WILSON:

Q. I understand you, now, that your recent measurements have extended from G street to Boundary; have you been working any on Virginia avenue recently?—A. Never, to my knowledge.

Q. Have you been there with Mr. Samo on Virginia avenue?—A. Not to my knowledge; at least, I cannot call it to my mind; but I think not.

Q. You have none of the original figures that were made in this New Hampshire avenue?—A. No, sir; I have not.

Q. Have you any on Virginia avenue?—A. Virginia avenue we had the exact computations in the office, which were made the basis of the vouchers, and then we had a pretty good set of profiles and a cross-section, and the amount charged to the Government was the same amount.

Q. Will there be any trouble in ascertaining exactly what you did with regard to Virginia avenue in making up your quantities?—A. I think not.

Q. You think you have got the data in the office?—A. I think the identical vouchers can be procured.

Q. You can find out from the papers in the office exactly what you did do with reference to Virginia avenue?—A. I think so, sir.

Q. Yesterday I requested you to bring to the committee the papers that you had with reference to this appropriation of a million dollars that was made last spring; state if these are the papers you handed me.

The WITNESS, [after examining them.] Yes, sir.

Q. Are these all the papers that were made to ascertain what work had been done prior to the board of public works on these avenues?—A. Well, I think on this 2d page you will find two items, or references rather.

Q. Yes; I find here, at the top of this paper, "Amount expended by the board of public works upon avenues, \$1,237,371.92." Was that for work that had been done for the board of public works?—A. By the board; and, in the board report of 1872, I think you will find a detailed statement. It was only an approximate statement.

Q. That was the one to which I called your attention a few days ago?—A. I think so.

Q. Then I find the next item, "Amount before expended, I think, by the District, \$891,000." Now, I wish to know how you get at that \$891,000.—A. There some items on page 21 of the report of 1872 occur again; and the first one I had prepared, and the second one was prepared in the governor's office, and I took it for granted it was correct. How it was arrived at at the time, I do not know.

Q. How did you get at that \$891,000?—A. I just took it out of the report of the governor.

Q. Do you know how that amount was derived by whoever made out that statement in the governor's office?—A. That I could not say; I tried several times to get at that data, but failed.

Q. How did you try to get at that?—A. I asked those gentlemen who I thought had been familiar with it, and they did not seem to know it.

Q. To whom did you make the application?—A. For instance, Mr. Larner. I think he is more familiar with this work than anything else.



Q. Was he able to give you any definite statement in regard to it?—A. No.

Q. To what other person did you make application?—A. I think it was the auditor. I supposed he was familiar with it.

Q. Who was that?—A. Mr. Meeds.

Q. To what other person did you make application?—A. I think that is all.

Q. From these gentlemen you were unable to get any definite data upon which to base that amount?—A. Yes, sir; I did not get any definite data, and I took it and just inserted it.

Q. In your examination a day or two ago you stated that you and Mr. Forsyth made out an amount—an aggregate of \$1,600,000—which I presume is this, and that you took the statement from Mr. Forsyth's recollection as he gave it to you.—A. Then my statement was not precise. The \$891,000 was taken from a report. Afterward, I think, I did state that Mr. Forsyth went over it, avenue by avenue, and stated to me what work had been done.

Q. Do you mean to say that he went out over the avenues, or did he sit there in the office and state to you?—A. It was in his office. He stated to me between such and such points such and such work was done, but I do not think it is made—

Q. Did he have any papers to refer to in order to give you the amounts?—A. I think he occasionally referred to old grade-books and to some of his note-books.

Q. That is the voucher upon which the million appropriation was drawn, was it not? "Measurement, March 14, '73," page 411 of the Governor's Answer. Does that embrace work done by the old corporation as well as work done by the board?—A. To my knowledge it is all new work.

Q. When you made up that account for old work that was done—you think that is all new work?—A. That is to my knowledge all work done by the board.

Q. Do you know how they happened, then, to draw that million dollars appropriation which was for work done by the city of Washington, before the board of public works had existence, on work done by the board?—A. That I do not know.

Q. Can you explain that?—A. No, sir.

Q. Do you think the board did anything like that amount of work on these avenues? Look at that report. Take, for example, Louisiana avenue.—A. In the case of Louisiana avenue this statement ought to read, "From Tenth street to Pennsylvania avenue." It included that triangular section between Ninth street and the avenue.

Q. Did the board do that work?—A. Yes, sir.

Q. You think the board did that much work on Louisiana avenue?—A. I think so.

Q. Now, look a little further, and see if you think the board did all the work that is in that voucher, upon which that money was drawn.—A. Well, possibly there might be one or two items, but I do not think so. If you will allow me to scrutinize it, though, I will tell you.

Q. You think that was all done by the board, substantially?—A. I think, substantially, it was all done by the board.

Q. Do you know who made out that paper? [handing witness paper.]—A. That is a copy of that very same thing Mr. Forsyth made out.

Q. Do you mean to say it is a copy of the paper that was dictated to you by Mr. Forsyth?—A. Yes, sir; that is what I mean to say.

Q. Was that paper made out for the purpose of being presented to

Congress with a view of getting an appropriation to pay the board for work that had been done by the old corporation?

The WITNESS. Do you mean this particular paper?

Q. No; not that paper.—A. You will find a coincidence in the figures; but this paper was really prepared to meet that original figuring in the governor's report.

Q. Do you know whether that paper was presented to a committee of Congress for the purpose of being a basis of an appropriation for work done by the old corporation?—A. I think it has been used; it seems to me so.

Q. Wasn't it made out for that purpose?—A. Yes; I reckon it was.

Q. At the time you and Mr. Forsyth made up these figures, were you seeking to ascertain and get an appropriation for all the work that had been done on these avenues prior to the existence of the board of public works, and up to the time the board of public works came into existence?

The WITNESS. I did not get the entire question.

Q. Was this made out for the purpose of showing the whole amount of work that had been done by the old board, the old corporation, up to the time the board of public works came into existence?—A. Well, there certainly was a larger amount of work done by the old corporation than this amount states.

Q. Was this, then, made out for the purpose of showing what had been done, and what had not been paid for by Congress?—A. I think that was the idea.

Q. In other words, you went to work, if I understand you, and made up a statement showing what amount was yet due by the United States on account of work done by the old corporation up to the time the board of public works came into existence?—A. That is correct.

Q. This was intended to embrace the whole?—A. To the best of my knowledge.

Q. Have you made any discoveries of any work since, that you did not embrace in that?—A. There may be some.

Q. Have you any knowledge of any?—A. I think there is paving, curbing, and guttering which was never included.

Q. What does that amount to?—A. The amount is not large.

Q. Can you give us any approximation to the amount?—A. Maybe \$5,000 or \$8,000.

Q. Simply a nominal sum?—A. Yes, sir.

By Mr. JEWETT:

Q. I wish you would tell me what you mean there, [hands witness a book,] where you have opposite to certain charges the word "old" so repeatedly—page 1670?—A. These sewers are done. What is there was put on under misapprehension as work done by the board, but it was really work done by the old corporation—old corporation contracts; yet, I think you will find I strike them out in my corrected statement.

Q. They represent work done under the old corporation?—A. Or extension of their contracts as settled by the sinking-fund commission.

Q. Why do you charge for them, in the opposite column, the amount of each?—A. No, sir; I do not give us credit again in my new offset column.

Q. But I see, in reservation on Pennsylvania avenue, between Fourth and Sixth streets, \$3,384. Opposite to that is "old."—A. No, sir; there is a portion of this that is old and a portion that is actually done by the board—new.

Q. Does the account here show which portion is old and which portion was actually new?—A. That appears to be entirely old.

Q. What is the object of that column? [indicating.]—A. This shows what we received from the Government.

Q. Then you have charged the Government with that?—A. Exactly so; and it was erroneously charged, and ought to have been charged to the sinking-fund.

Q. Has the Government ever had credit for these erroneous charges?—A. No, sir; that is to be rectified. I think I recommended—

Q. Did you make your average from that column or this?—A. No, sir; from the new one. That is to say, the average at the time I did not make from either column. I made it on that paper which I submitted the other day.

Governor SHEPHERD. If you will allow me to explain—

Mr. JEWETT. Certainly.

Governor SHEPHERD. I think Mr. Oertly got the idea of averages confused. I told him to make up a statement of what the board of public works had received on account of sewers, and to show what they had paid out on account of sewers, and that table was made up for that purpose. I told him, wherever old work had been measured in as new work, to leave such out, and then show what the board had received and paid on account of sewers. I do not think that the average was based upon that table at all.

Mr. MERRICK. Yet his aggregate includes the charge of them.

The WITNESS. Not in the new table.

Governor SHEPHERD. O, no; it is not carried out.

Mr. JEWETT. Then, according to that, governor, you had actually charged and received from the United States all these amounts, on account of work which had previously been done, and for which the board of public works had paid nothing?—A. Yes, sir; that is an error. It is wrong.

Q. And that error has not been corrected?

Governor SHEPHERD. No, sir; I did not know anything of it until it was brought out in this matter.

Mr. WILSON. These vouchers here—do they apply exclusively to Government property?—A. No, sir.

Q. The vouchers are for the whole of the sewer?—A. For the whole of that particular contract. And I arrived, then, from those vouchers, at the cost per linear foot, and I charged the Government with that rate—the number of linear feet chargeable to them.

Q. Do you know of a contract that one Gallagher has for an incomplete sewer?

WITNESS. You refer to the large extension of the Tiber Creek sewer?

Q. I want to know if Gallagher has a contract?—A. A very large one.

Q. Where is it?—A. It is the extension of the Tiber Creek sewer south of Maryland avenue, and carrying sewerage down toward James Creek canal.

Q. Are they doing any work on it?—A. I do not know whether they have suspended or not. They were at work a short time ago.

Q. How much work have they done?—A. Indeed, I could not say.

Q. Any considerable amount?—A. Well, some \$25,000 or \$30,000; I would not be certain. I never went lately over the ground.

Q. Did you make up a total, showing what it would cost to complete the main sewers?—A. Yes, sir; and signed by Mr. Class, I think.



Q. I find put down in Gallagher's contract \$349,000.—A. Yes, sir; at that time.

Q. What is the date?—A. This is November, 1873.

The WITNESS. At that time there was that much due. Almost all of the work he has done he has done since.

Q. Was there any work done on it at the time that table was made out?—A. A very trifling amount. I think hardly any.

Q. He has only done twenty-five or thirty thousand dollars' worth of work since that time?—A. That is my impression. He may have done more, but I could not say positively.

Q. You do not think the United States owes anything on that now?—A. We never charged anything to the United States.

Q. I think I find a charge here on that account.

The WITNESS. For that work?

Q. Yes, sir; against the United States. Here is F. Finley's contract. Do you recollect what that is?—A. That is on K street, between New Jersey avenue and North Capitol street—Tiber the same.

Q. What is the length of that sewer?—A. I think it is three-feet six, and three-feet brick-sewer, for four or five squares, and then it changes to a large sized pipe-sewer, but the amount charged there is only for a brick-sewer.

Q. You think it cost \$36.81?—A. That is almost all done now. The entire contract.

Q. Since when has it been done?—A. A considerable amount I think was done when the statement was made, but never had been measured, and no payments made. It has since been completed, I think. The time is not very long ago since which it has been completed.

Q. Do you know what it cost?—A. I could not say exactly what the total amount of that sewer is.

Q. Do you think it cost that much?—A. Not very far from it.

Q. The vouchers will show, I presume?—A. Yes, sir.

Q. It being now substantially done?—A. Yes, sir.

Q. Did you make up the account for the completion of the flagging, steps in front of the Patent-Office and Post-Office?—A. Yes, sir.

Q. And on B street north?—A. No, sir; I was not present at that measurement, but I see now that one of those charges will have to be corrected because that flagging was removed from the Post-Office down to Third street. Of course that cannot be charged.

Q. Well, on B street south. Did you make that up. Did you make up this table. I see a table here for the completion of steps and flagging in front of the Post-Office and Patent-Office, \$35,000; on B street north, \$37,000; on B street south, \$6,000.—[page 31.]

The WITNESS. Bounds on B street south you refer to?

Q. Yes; and then B street north, and B street south, both. Did you make up this statement?—A. Yes, sir.

Q. Where did you get the data from?—A. The vouchers.

Q. But that is to complete the work?—A. The work was then completed, and this was during the payment.

Q. Is that B street north?—A. That is for work not completed—that is to be done.

Q. Has there been any of it done yet?—A. O, yes, sir; a large amount; but this is for the completion.

Q. This for what is not done?—A. Yes, sir. I see here required for the completion of B street south; there is a small amount not done, but could not call it to my memory just now.

Q. Is it under contract?—A. That on B street north is.

Q. To whom?—A. It requires the completion of that Belgian pavement.

Q. Who has the contract?—A. John O. Evans.

Q. Do you know at what rate?—A. I think at \$3.50.

Q. Who has the contract for B street south?—A. That was W. H. Adams.

By Mr. MATTINGLY :

Q. Have you the maps here that you used in the preparation of this statement?—A. Yes, sir.

Mr. STANTON. The committee expressed a desire this morning to see that map.

The CHAIRMAN. Do you want to do anything with these maps?

Mr. STANTON. They were asked for this morning, and I only wanted to have them shown to the committee.

(To the witness :)

Q. They show the length of the sewers?—A. We have to scale them, of course. They show it correctly.

By Mr. MERRICK :

Q. Just turn to a page of the map, and let us look at it ; we will understand it at a glance ; this is laid off like any other map?—A. Yes, sir.

By Mr. STANTON :

Q. They show correctly the lengths of the respective sewers?—A. As soon as the sewers are completed we enter them.

Q. And with the vouchers and this map you are enabled to make up your statement?—A. Yes, sir.

Q. They show the man-holes?—A. Yes, sir.

Q. From the vouchers you made the calculation of the proper proportion chargeable to the Government?—A. Yes, sir.

By Mr. JEWETT :

Q. That was in existence before you made the first column in the schedule, wasn't it?—A. No, sir ; we got it up first, I think, in the spring of 1873.

Q. These maps?—A. Yes, sir.

Q. Who got them up?—A. Well, a gentleman who has charge of the sewers ; he fixed them.

Q. I am not speaking of the sewers. Who got up the map?

By Mr. MERRICK :

Q. Who made the draughts of the maps?

Q. Who draughted this map?—A. This is engraved.

Q. By whom?—A. By Peterson & Jenthofer.

Q. Who prepared it?—A. It is prepared from the official plats, as he states, and we find no differences.

Q. Your judgment as to the number of linear feet depends upon the correctness of this map?—A. Yes, sir ; of course in any map there may be some slight variations.

Q. You don't know that this map is correct?—A. Well, I think it is, as well as I can judge. There are some few errors in it, but very few. Like any other maps, of course by scaling it you may possibly occasionally fall short or overrun.

Q. The party who draughted this map did it upon a certain scale?—A. Yes, sir ; 250 feet to the inch.

Q. Don't you know as an engineer that that is the least reliable of all kinds of evidence—a map prepared in that way? As an engineer, would you, under any circumstances, rely upon a map prepared in that way, as being accurate in the measurement of distances?—A. Well, the difference I don't think exceeds two per cent. at the utmost, unless the map has been very carelessly drawn.

Q. Doesn't it depend entirely upon the skill of the man who makes it?—A. Yes, sir; it depends a great deal upon that.

Q. And the purpose for which it is made?—A. Yes, sir.

Q. As a general thing, is it intended to represent accurately distances; isn't it intended simply to represent localities?—A. No, sir; in this case he intended it to be as nearly correct as possible. The size of the lots could be scaled, and, of course, in the lots a couple of inches or feet make quite a difference. It was his intention for that purpose to have the map as accurately drawn as this scale will allow it.

Q. State whether the correctness of your calculation does not depend on the accuracy of this map.—A. Yes, sir.

Q. With the making of this you had nothing to do?—A. Of course, in the preparation of the vouchers the actual measurements of the ground ought to have precedence always.

Q. But the means you ought to have taken you did not take—the actual measurements?—A. The statement you refer to is a mere comparative statement. The variation can be but slight.

By Mr. CHRISTY:

Q. Can you, by referring to that map, inform us whether a sewer is reported to have been constructed in front of square 760?—A. There is none entered here.

Q. Do you know the fact that a charge has been made against the property-holders owning property upon that square for the sewer as constructed, and bills rendered therefor?—A. I do not know it from my own knowledge; that is a branch with which I had nothing to do at all.

Q. If that has been done, it is an error?—A. I suppose it to be an error.

Q. If it has been constructed, it would appear on that map?—A. It does not, fully entered up. There are a few sewers which have been constructed which are not entered yet, but I don't think any are in that square.

By Mr. STANTON:

Q. Have you had any occasion to satisfy yourself as to the care with which that map was prepared, and its accuracy?—A. Yes, sir; I think the map is an accurate map as far as maps will allow of being accurate.

Q. Was it prepared by officers connected with the Coast Survey?—A. Yes, sir.

Q. By competent officers?—A. Very competent officers.

By the CHAIRMAN:

Q. By whom was this map prepared?

The WITNESS. I will read the title, which is as follows:

Map of the city of Washington, showing the subdivisions, grades, and the general configuration of the grounds in equidistances from five to five feet altitude. Compiled, with the assistance of the city surveyor, P. H. Donegan, by A. Bastert and J. Enthoffer. Published by A. Petersen and J. Enthoffer, of the United States Coast Survey. 1872.

Q. Did he put the sewer-marks in there?—A. No, sir.

Q. Who put them in?—A. Mr. Bodfish.



By Mr. STEWART :

Q. Who do you say prepared that map : was it prepared in the Coast Survey Office ?—A. No, sir. The officers of the Coast Survey prepared it.

By Mr. WILSON :

Q. Is that an official map or a map prepared by some person who was employed in the Coast Survey Office ?—A. It is the latter ; it is not an official map of the Coast Survey.

Q. He prepared it as a private enterprise ?—A. Yes, sir.

By the CHAIRMAN :

Q. Is it prepared as maps in the Coast Survey are usually prepared, do you know ?—A. Yes, sir. I think he used the same care as they use.

By Mr. STEWART :

Q. Have you ever measured the size of the square here and then compared it ?—A. We have on this other map the length of the squares.

Q. Have you ever measured the length of the squares on the ground and then compared it with the scales here ?—A. That is to say we got the official length of the squares from Mr. Forsyth's map, and by comparing them with these the results are the same.

Q. Have you ever compared the laying of it at one square with another, to see whether the work was carried out accurately ? What is the scale of it ?—A. Two hundred and fifty feet.

Q. Have you examined the work of it to see if they would correspond alike ? For instance, here is a square 500 feet, another 300 feet along—the scale is here—to see whether they have carried out the workmanship right. Have you examined the map at all to see whether it has been carried out right ?—A. Yes, sir ; I find some errors—slight errors.

Q. How great ?—A. I could not say the magnitude. On the whole, it is a very correct map.

Q. You have examined it considerably, have you ?—A. Yes, sir.

Mr. MATTINGLY. In this connection I simply desire to exhibit to the committee. Here is a map, with the number of squares, showing the location of brick sewers and pipe sewers, and different kinds of traps, drops, and man-holes, &c. ; red lines indicating brick sewers and the blue lines a pipe sewer, and the dots the man-holes and traps, &c.

By the CHAIRMAN :

Q. Is that sewer actually constructed, or a plan for construction ?—A. They are constructed.

By Mr. STEWART :

Q. Who prepared this map ?—A. Done by our draughtsman.

Q. You took the size ; you didn't do this by actual measurement ; you took the size of blocks as given ?—A. Yes, sir ; as officially given. Those blocks were occasionally varied.

BENJAMIN D. CARPENTER sworn and examined.

By Mr. MATTINGLY :

Question. State your position under the board.—Answer. I am superintendent of roads.

Q. State whether you had charge of the Seventh-street road and the Columbia turnpike, or Bladensburgh road.—A. I had.

Q. Have you the profiles with you of the road, showing its original

condition, &c. ?—A. I have the profile and grade of the Columbia turn-pike road.

[The witness produced the working-plat of the road.]

By the CHAIRMAN :

Q. This profile shows the grading ?—A. Yes, sir, and also the surface of the old road.

By Mr. MATTINGLY :

Q. State how that road was constructed ; whether it was properly constructed or not.—A. It was graded by excavating hills and embankments and filling low places. The base of the cut in the hills was 39 feet ; the surface of the road-way on the hills was 35 feet, and the gravel road was 24 feet wide.

By the CHAIRMAN :

Q. Did you make that profile ?—A. I think this was prepared by Mr. Cobb.

Q. Made from actual measurement ?—A. Yes, sir ; he was an assistant under me.

By Mr. STEWART :

Q. What is the scale of this profile ?—A. The vertical scale is 30 and the horizontal is 200.

By Mr. MATTINGLY :

Q. Have you the profile of the Seventh-street road ? I want to give to the committee an idea of the former condition of the road—what was done, and the present condition.

The CHAIRMAN. The mere inspection of this profile will not do us much good, Mr. Mattingly.

By Mr. MATTINGLY :

Q. State the condition of the road before it was improved, the necessity of the improvement, and its condition now.—A. Seventh-street road was in a very bad condition. There have been several attempts to have the charter of the road condemned, and finally it was condemned by act of Congress in 1871. The road-way in some places was as narrow as 18 or 20 feet, with deep washed gullies on the sides. In some places, in the winter and early part of the spring, it was impassable ; late in the spring, when it was very wet weather, or soon after the frost left the ground, many places had been corduroyed by pine logs to support the travel. The culverts and the bridges there on the road, with the exception of one, were in a very dilapidated condition.

Q. Was the work well done ; was the improvement well made ?—A. It was, when it was finished, well done.

By Mr. WILSON :

Q. What is the condition of that road now ?—A. In some places it is bad now, muddy.

Q. Is it difficult to get over it now ?—A. No, sir ; there has been no time since the road was ready for travel, completed, but what teams could pass or repass.

Q. Where are those bad places in it now that you speak of ?—A. There are some on what is called the third section, above Brightwood, and a few places in front of John Saul's nursery-ground.

Q. How has it been during the winter ?—A. It has been better dur-

ing the winter than through the months of March and April. The continued rains have made all the roads worse.

Q. What is the condition of the Seventh-street road?—A. I am speaking of the Seventh-street road now, sir.

Q. How about the other road, the Columbia turnpike?—A. I have not been over that road lately. My superintendent reports to me every few days, and from his reports it is in a good condition. I was there about the last of February or the 1st of March.

Q. Who made up the estimates on which payments were made to contractors on those two roads?

The WITNESS. Do you mean for the work?

Mr. WILSON. Yes.

The WITNESS. I did.

Q. They were all made by you?—A. Yes, sir.

By Mr. CHRISTY:

Q. The original estimate for the cost of improving this road, as reported to the legislative assembly, was \$25,000, was it not?—A. I so understood it. It was in print \$2,500.

Q. But when it was corrected the amount was \$25,000?—A. Yes, sir.

Q. Who furnished the basis upon which that estimate was made?—A. I do not know.

Q. What was the cost of the repairing of that road in fact: what has it actually cost?—A. Do you mean the construction of the road?

Q. Yes, sir; to the present time.—A. I think it is in the neighborhood of \$190,000, sir, including repairs and construction of the road.

Q. Who is responsible for that under-estimate as communicated to the legislative assembly?—A. I do not know, sir.

Q. You were not advised of this?—A. No, sir.

Q. You make no statement in regard to it?—A. No, sir. I never knew who made the estimates for either of the roads.

Q. Were you in the employment of the District government at that time?—A. I was not, sir—yes, sir, I was. I was acting as a member of the board of registration.

Q. What additional cost will it require to put it in good repair? You say a part of it is in a bad condition.—A. Well, sir, those portions that I considered in a bad condition—it is uneven, and it is caused principally by putting gravel on too late last winter: the weather came off wet, and the travel then would pick up portions of the gravel and go a little ways and deposit it on again—it would require now to have it dressed off and fixed and shoveled, especially on the upper section. On the lower section there is but little to be done there, if you could get a more sandy gravel.

Q. Now make a reasonable estimate. What would be the cost of putting it in complete repair as the road ought to be?—A. I should be obliged to make some measurements before I could give any satisfactory estimate.

Q. Well, we do not want a satisfactory one—that is, what would be satisfactory or exact, but simply a reasonable approximation. Would it cost \$20,000?—A. No, sir; I think not. There is great difficulty in getting first-class gravel. We have to haul it a great distance.

By Mr. STANTON:

Q. What kind of drains were constructed along the Columbia turnpike?—A. I do not understand you.

Q. How was the road drained?—A. By the lateral grade of the road into what we call side-ditches. There is not any under-drainage laid yet.



Q. What was the depth of gravel along the road?—A. Twelve inches in the center.

Q. It was never less than twelve inches, was it?—A. No, sir; in some places more. At some places it was fifteen.

Q. What was the character of the gravel?—A. Well, sir, it was good gravel.

Q. Was there any large stone in it?—A. Yes, sir, there were some, but not objectionable.

Q. Was there any dirt in it?—A. I never saw any.

Q. Ought that gravel to have been screened before it was used?—A. I do not think it would have been any advantage at all to have screened it. It was picked gravel. I cannot conceive of any benefit that would have been derived from doing that.

Q. The drains were properly constructed for the road, were they not?—A. O, yes, sir.

Q. What was your occupation before you became connected with the board of public works? Had you built any roads in the county before?—A. I was employed under the levy court to do similar work—work of this kind, so far as the levy court had authority.

Q. For several years?—A. Yes, sir; between six and seven years.

Q. Between six and seven years you were employed under the old corporation building roads in that section of the District?—A. Yes, sir, under the levy court.

A. B. KIRTLAND recalled.

By the CHAIRMAN:

Question. I think Mr. Wilson asked you if you remembered anything in relation to a contract with O'Conner & Shanley.—Answer. I think that question was asked me.

Q. What was your answer?—A. I do not know what answer I gave. I said I had entirely forgotten.

Q. Have you refreshed your recollection about it?—A. I think you refreshed my memory by reading a document to me. I told you I had very little interest in that contract; it was to assist Mr. Reed and Mr. Wilcox.

Q. You were merely incidentally in it, then?—A. Yes, sir.

Q. You had no particular interest except to aid them?—A. That is all, sir.

Q. Who first suggested that matter to you; do you remember?—A. I think it was Mr. Reed.

Q. Where?—A. In this city.

Q. Had you known O'Conner before?—A. No, sir.

Q. Or Shanley?—A. No, sir.

Q. Did you ever meet either of them?—A. Mr. Reed brought them here. I met them.

Q. You saw them here?—A. Yes, sir.

Q. Had some interviews with them?—A. I met them once that I remember.

Q. What did you say to them you could do in reference to procuring a contract?—A. I made no promises to them whatever.

Q. You held out no inducement to them on your part?—A. No, sir.

Q. Did Mr. Reed?—A. That I do not know; he was to furnish them lumber cured.

Q. You saw them here once, or did you see them more than once?—A. I think they were here together once; not more than once; I am not sure but Mr. O'Conner was here twice.

Q. Did you see him the second time he was here?—A. Either Mr. O'Conner or Shanley, I do not know which one it was.

Q. You saw them the second time they were here?—A. I am not positive as to that.

Q. Do you remember seeing either of them more than once?—A. I think I saw them in Newark.

Q. How did you come to see them there?—A. I went at the instance of Mr. Reed.

Q. What for?—A. To ask them to fulfill their contract if it was awarded.

Q. What was that contract to be?—A. That was to be wood.

Q. But I mean as to quantity?—A. Well, they wanted a large contract—one hundred and fifty or two hundred thousand square yards, I think.

Q. Did you not go to Newark and tell O'Conner & Shanley that you could get a contract for them of two hundred thousand yards?—A. No, sir; I do not think I told them anything of the kind. I could not tell them anything of the kind.

Q. You never told them anything of the kind?—A. No, sir.

Q. What did you tell them?—A. I do not remember what I did tell them. I could not have told them that.

Q. You are certain that you made no representation to them?—A. I am certain of it.

Q. In your conversation with them, was anything said about grading, do you remember?—A. I think there was something said about it; but I told them I had nothing to do with that whatever.

Q. Did you not tell them that other parties could be procured to do the grading, so that all they would be required to do would be to lay down the wood?—A. I told them that that was the way the De Golyer & McClelland contract read. I did not know how their contract would read, or anything about it; that De Golyer & McClelland were not obliged to do any grading.

Q. That was the understanding with reference to the De Golyer & McClelland contract?—A. I do not know what the understanding was. I think that is the way the award read.

Q. That De Golyer & McClelland were to do no grading?—A. I think so, sir.

Q. Was not that the understanding?—A. I do not know anything except what the award said; I do not think there was anything mentioned in the award about grading.

Q. But you understood that they were to do no grading?—A. I understood that from the award; there was nothing in it that said anything about grading.

Q. You expected to procure such a contract for O'Conner & Shanley as you had procured for De Golyer & McClelland?—A. I did not expect anything of the kind.

Q. Did you not tell them so?—A. No, sir.

Q. Did you not tell them there would be no grading?—A. No, sir.

Q. You did not?—A. No, sir.

Q. Do you know what other parties communicated with O'Conner & Shanley in relation to this contract?—A. Really, I do not know what parties communicated with them.

Q. You did so little about this that it passed from your memory until the matter was called to the attention of the committee?—A. I told you I expected very little. I was trying to assist some friends in what little I did do.

Q. You had so little to do with it that it passed from your memory until Mr. Wilson called your attention to it?—A. Yes, sir; I think I forgot the whole matter.

Q. Let us see if we cannot refresh your memory a little: "In the early part of March, 1872, parties came to us to know if we would like to lay a large job of wooden pavement in the city of Washington. If so, they would introduce us to certain parties who could secure us the contract. On the 17th of March we went to Washington, saw A. B. Kirtland and Reed, who gave us to understand that they had a contract for laying 200,000 yards of wood pavement, at \$3.50 per square yard, and that they would do, or cause to be done, the excavation of the roadway, have it rolled, and furnish us with the right to lay the pavement for sixty cents per square yard out of the \$3.50." Is that statement true or not?—A. It is not true.

Q. You never represented to them that you had a contract for 200,000 yards of pavement?—A. No, sir; I do not know how; I never had one.

Q. "This we agreed to, provided the board of public works would reward the contract in our name, so that we might be the contractors instead of subcontractors, or, in other words, that the pay for the work should come direct to us. Kirtland did not know that the board of works would be willing to do this, and therefore we came back to Newark about as wise as when we went away." Now, did not you represent to those gentlemen that you had a contract and did not know whether or not you would have it changed so as to put it in their name?—A. No, sir.

Q. "Some time later, between March and July, we received several letters from Reed, stating that everything was settled—to come on and sign contract. Not having received any official notice of the award from the board of public works, we paid no attention to Reed's letters." You say you went to Newark?—A. Yes, sir.

Q. About this business?—A. Yes, sir.

Q. Did Mr. Reed go with you?—A. No, sir.

Q. You went alone?—A. He furnished me the money to go.

Q. You went to Newark with this contract for 25,000 yards?—A. No, sir, I did not; I did not make any such statement.

Q. "At last Reed came to Newark with a letter purporting to be written by the clerk of the board of public works, setting forth that a certain job or jobs, as stated in the agreement which was published yesterday, had been awarded to us, and that the contract awaited our signature." You did not carry such a letter there?—A. No, sir; I did not know of any such thing as such a letter.

Q. Then it must have been Mr. Reed who carried this letter, as he went there alone.—A. I do not know how many times Reed went there at all.

Q. Who prepared this contract, read to you by Mr. Wilson the other day, in relation to your interest?

The WITNESS. That agreement?

Q. Yes.—A. I do not know.

Q. You did not prepare it?—A. No, sir.

Q. You are certain of that?—A. Yes, sir.

Q. "Mr. O'Conner then went to Washington, saw Kirtland and Reed, signed the agreement with them which had been prepared by Kirtland."

The WITNESS. I never prepared it. I never prepared it. I do not remember of reading that document at all.

Q. "But failed in either seeing or signing any contract for any kind of work, and returned home the same day. Some time afterward Kirtland came to Newark to have us sign the contract to another party."



The WITNESS. That is false. There was no contract made that I know of then, or any award, "as we refused to have anything to do with him or it," saying he would pay us 20 cents per square yard out of it.

Q. Did you not carry a contract there for some other party asking them to sign it so as to appear as the contractor?—A. No, sir.

Q. Then that whole statement is false?—A. If you are trying to prove that statement in the paper false, I will say that it is false.

The CHAIRMAN. I am trying to get at the fact if I can; I do not know whether I can or not; I think it is rather doubtful.

"We refused to sign the contract or an assignment of it, for the reason, if we did so sign or assign we would still be liable for the performance of the work. And further, that neither then nor since have we done any work in the city of Washington, nor received nor paid any moneys for any interest done in the said city.

"THOMAS O'CONNER.

"BERNARD C. SHANLEY."

Q. Now you say that statement is not true?—A. I do not know anything about it.

Q. You never asked them to sign a contract in which they had no interest, offering them 20 cents per yard if they would sign it and become, nominally, contractors?—A. No, sir.

Q. Did you ever propose to introduce O'Conner and Shanley to any person or persons, in this city, who would be able to secure them the contract?—A. No, sir.

Q. Do you know anybody in the New York custom-house who had anything to do with contracts in the city of Washington?—A. No, sir.

Q. This letter is signed by O'Conner & Shanley, I might say to you, Mr. Kirtland.—A. I do not know who it is signed by.

Q. These statements are all false?—A. What I have stated are false are.

By Mr. CHRISTY:

Q. Do you know Samuel Strong, who formerly resided in New York?—A. I know him by reputation in this District; that is all.

Q. Were you ever in his employ?—A. No, sir.

Q. In any capacity?—A. No, sir.

Q. What amount of money did you bring to this city which you were going to use?—A. I could not state that fact.

Q. I am now speaking of your second visit to Washington?—A. From what time?

Q. During the time you had certain conversations with gentlemen here which have been detailed by you, when you left the city by way of Alexandria. What amount of money did you bring with you?—A. I do not know what time you refer to; when I went to Chicago to sell the notes?

Q. No; long since. I refer now to the time immediately prior to your being subpoenaed. How much did you bring to this city then?—A. I do not know.

Q. How much did you receive in this city?—A. Ten dollars.

Q. Was that all you received?—A. I think so. Ten dollars is all that I can account for, at any rate.

Q. I desire to have you approximate, as near as you can, the amount you brought to the city when you came here.—A. I cannot approximate to it. I was a long time in New York. I do not know what I spent. I do not know what I took with me when I left home.

Q. Before coming here you were for some time in New York?—A. I was some time in the city of New York.

Q. You had considerable expenses there; then you came here, and all you received was \$10?—A. Yes, sir; that is all I can account for now.

Q. There is this expression in a letter of which I presume this is a true copy, on page 1500 of the published testimony. It is a letter that you addressed to Mr. Wilcox on April 15, 1874, from the city of New York: "I presume I shall be compelled to put in an appearance before the committee, but some one will be sorry." I desire you to state to whom you refer in that expression.—A. I have already stated that. I refer you to my testimony.

Q. That may be true, but I desire to ask further, and to have a categorical answer, a reasonable answer—not an evasive one.

The WITNESS. That answer, then, is not satisfactory?

Mr. CHRISTY. What answer was it?—A. I say I referred to my wife particularly.

Mr. CHRISTY. Now I say to the committee that an answer as absurd as that is, as is apparent from the context of the letter, is not an answer to the question; and I desire that the witness be compelled to answer. It is very clear that that is simply an evasive answer. He is as much under the contempt of this committee as if he refused to give an answer at all. I want to put the question squarely to the witness so that he may reply. If he stands mute, he is in contempt, and he is also if he give an absurd answer.

The WITNESS. I have no other answer to make to that.

Mr. CHRISTY. It is evidently not ingenuous, that answer; it is absurd.

The CHAIRMAN. Is that the only answer that you take exceptions to? [Laughter.]

Mr. CHRISTY. We have not progressed beyond this yet. I desire the committee to require this witness to give an answer to that question; the answer which he gives not being a categorical answer.

Mr. JEWETT. You desire this committee to compel the witness to tell the truth?

Mr. CHRISTY. I do, or at least make a statement that is reasonable or probable.

The WITNESS. I ask the committee to protect me against this man. I don't want to tell a lie here. I have answered that question.

Mr. CHRISTY. I make the question direct, that it is not an answer.

Mr. JEWETT. In my mind if we enter upon that discussion it will take us a long time to get through.

The CHAIRMAN. I don't think the committee can now judge of the absurdity or otherwise of that answer. I don't think we can compel him to give another answer. He says distinctly that he referred to himself and his wife.

Mr. WILSON. That is a categorical answer as I understand it?

Mr. CHRISTY. Not as you look at the context.

Mr. STEWART. That is argument.

Mr. WILSON. The answer, however, you will observe, is a direct answer to the question; that is the answer he has given to the committee two or three times.

The CHAIRMAN. Have you any other question, Mr. Christy?

Mr. CHRISTY. No, sir. This not being answered, in my judgment.

The CHAIRMAN. You are discharged, Mr. Kirtland.

FRANK A. LYNCH sworn.

By the CHAIRMAN:

Question. Are you familiar with tile-pipe?—Answer. Yes, sir. I have been in the business over seven years.

Q. And the prices?—A. Yes, sir.

Q. Were you engaged in that business in 1871, '72, '73?—A. Yes, sir.

Q. Did you furnish the board of public works with any pipe?—A. No, sir.

Q. Do you know Mr. Wilson?—A. Very well acquainted with him.

Q. Do you know the prices of pipe in Philadelphia?—A. Yes, sir.

Q. Have you noticed the testimony of Mr. Wilson as to the prices paid for pipe in this city?—A. I read it over casually.

Q. Did you sell any pipe in this city?—A. A great deal of it.

Q. To private parties?—A. Yes, sir.

Q. How were your prices, compared with the schedule of prices that we have had before us?—A. In some instances it ranged above and in some below it. We had no set prices in Washington for pipe. Some parties got better terms than others.

Q. How far below the prices in the schedule of prices did you sell pipe in this city?—A. I should say in some instances as low as 15 per cent.; that is, from the card prices.

Q. Have you sold any at any price above the card price?—A. No, sir.

By Mr. MATTINGLY:

Q. Do you belong to that association that was referred to by Mr. Wilson?—A. Yes, sir.

Q. You had a dispensation as to this District?—A. Yes, sir.

By Mr. WILSON:

Q. To whom did you sell in this city?—A. Mr. Thomas Evans, Henry Langston, George W. Goodall, and a number of others.

Q. Were they dealers in pipe?—A. Yes, sir.

Q. Did you sell to them to be delivered to the board of public works?—A. Not that we were aware of.

Q. Did you have an agent in this city?—A. No, sir.

Q. Did you sell any to Mr. Wall?—A. We sold one bill to him.

Q. How much?—A. Twenty-five dollars, I think—in that neighborhood. A small bill.

By Mr. HUBBELL:

Q. Did you notice the price as covered by this card, page 1123? Will you just examine those prices, and see whether these are above or below the ruling rates for pipe?—A. There were no ruling rates here. Some parties gave more discount than others.

Q. How is that as to the amount of discount?—A. I should say this was near the maximum; near the highest rate of discount. Near the highest rate of discount, but it is not the highest that we have offered.

By Mr. STEWART:

Q. Did you sell cheaper than this?—A. Yes, sir; that is, from — up to 12-inch. I do not know that we ever sold anything larger than 12 inch cheaper than that.

Q. To private individuals, or to the trade?—A. To the traders.

Q. Do you make any differences when you sell to private individuals or those buying to sell again?—A. We did not allow private individuals



any discount at all. We sell at card prices. The discount is for the trade exclusively.

Q. You discount to the trade but not to individuals? You sell to the retail, but private parties at the card price?—A. Yes, sir.

By Mr. MERRICK :

Q. Did you furnish Mr. Evans a memorandum of prices at which you would furnish pipe to him on behalf of the firm of Lincoln & Black?—

A. I recollect writing a letter to him, quoting prices.

Q. When was that?—A. The letter I have copied is in the year 1869.

Q. Did you furnish him any list of prices after that?—A. I did, verbally.

By Mr. MATTINGLY :

Q. Were the prices increased after 1869?—A. I think they were about the same; that is the verbal prices I gave him; there was one year the prices were fixed; we could not depart from.

Q. When did your association fix the prices?—A. The convention was in session in December, 1870; it was some time in January, 1871, before they went into effect.

Q. Did you furnish him a list of prices corresponding with that on page 1123?—A. I think that is the copy of the list of prices I furnished him in 1869.

Q. You say that the same rate of prices continued up to 1871?—A. Well, I don't think they made any different quotations.

Q. You didn't make any different quotations to him in 1871 from that?—A. I think I did after sometime in the early part. I think I was here in Washington in January, 1871, before the prices had gone into effect, and the association was established and I endeavored to get his trade for that year before the association—

Q. And then you represented to him this same price as the prices furnished to him?—A. I think I offered him at 40 per cent. discount from card prices, delivered in Washington.

Q. Did you offer him at this rate of prices there?—A. I think there is 40 per cent. I think that is in that neighborhood.

Q. Look at that and see if you offered him pipe in 1871 at the rate of prices which he has given there as the rate of prices furnished to him by you?—A. On 12-inch pipe this is not quite 40 per cent.

Q. You reiterated to him in 1871 the price you had in 1869?—A. The card prices differed in 1871 from 1869; we sold it at \$2.50 and 80 cents a foot in 1871.

Q. Your new prices went into operation in 1871?—A. I think about the middle of January, 1871.

Q. In that year you reiterated to him your offer to sell to him at the same prices as you did in 1869?—A. I came down here to Washington and endeavored to secure a trade, for the whole of that year, among our customers, at our old prices.

Q. And this bill of prices corresponds with that?—A. Very nearly.

By Mr. STANTON :

Q. And that was before the new prices went into effect?—A. Before it was binding on the members of the association.

Q. And after that you communicated to Mr. Evans the increase of prices, in these subsequent dealings with him?—A. Yes, sir.

Q. In the summer of 1871, in June, 1871, you did not furnish him any such list as that?—A. No, sir; I do not think I could. I would have

been breaking faith with the association, if I had offered him that in the summer of 1871.

Q. What was the prices for fifteen and eighteen inch pipe?—A. \$1.25 for fifteen, and \$1.60 for eighteen.

Q. Have you acquainted yourself with the prices paid by the board of public works for pipe?—A. No, sir.

By Mr. MERRICK:

Q. You cannot give the date at which you gave him that bill of prices?—A. I know it was in 1869 that the bill was written for that purpose. I think it was in the month of June, 1869.

By Mr. CHRISTY:

Q. Do you know one William M. Wilson?—A. I am very well acquainted with him.

Q. Do you know of his applying to the association for a dispensation for a certain term, to allow the various associations engaged in this trade to sell at whatever prices they chose to?—A. I think it emanated from him. I know there was a great deal of talk about foreign pipe manufacturers selling here cheaper than we could afford to sell at.

Q. When was that application made?—A. I think it must have been made the latter part of 1871—December, I think.

Q. So that, by that dispensation, the rates at which the pipe could be furnished and sold here have resulted in a very largely reduced price, did it not?—A. Yes, sir.

The committee adjourned to 10 o'clock a. m. to-morrow, May 7, 1874.

THURSDAY, *May 7, 1874.*

The committee met pursuant to adjournment.

The journal of the proceedings of yesterday was read and approved.

Governor A. R. SHEPHERD recalled.

By the CHAIRMAN:

Q. State what knowledge you have, if any, of the conspiracy alleged in the first charge as organized between certain parties for the purpose of securing and obtaining contracts from the board of public works, and the reasons why contracts were awarded to those gentlemen.—A. I have no knowledge of any conspiracy in the awarding of contracts between the parties named and the board of public works; nor do I believe there was any. The contracts that were awarded these parties were given them on account of their standing, their business capacity, their ability to do the work, to do it well, and to the satisfaction of the board of public works.

Q. State whether the meeting of the contractors who received invitations to be present was in any respect private.—A. It was in no respect private. The door was open. The room was crowded. Persons were going and coming all the while.

Q. Were private invitations sent to those people?—A. No, sir. Invitations were sent to every contractor, so far as my knowledge goes. The instructions were to send to every contractor; I mean, to every bidder under that advertisement.

Q. State now, in detail, why rates for work were established by the board instead of letting to the lowest bidder.—A. If the committee will allow me, I will read from the report of 1872, which was submitted

to Congress, and which expresses the thing very clearly. On page 17 of that report I read as follows :

In the outset it was determined that it would be better for all parties concerned to establish a scale of prices at which work should be done, and to award contracts at these uniform prices to responsible persons, who, being paid only for work actually done, would have no interest in defrauding their employers. The result of this plan, as carried into practical operation, has been entirely satisfactory. By general advertising bids were received for all cases and descriptions of improvements, the prices were fixed, based upon the information thus derived and upon the rates paid in other cities, and the work was awarded at those rates.

The character of the work performed has demonstrated conclusively that this is the most economical and efficient means of prosecuting such undertakings, as it prevents straw bids and contracts to irresponsible parties, who would otherwise harass and retard the board in their operations, either by selling out or by preferring extra and imaginary claims to secure more than a fair equivalent for the services rendered. The only instances which have given trouble to the board have arisen under contracts awarded by advertisement to the lowest bidders for specific improvements. In each of these cases the contractors have defrauded their laborers and employes of their pay, left the work unfinished, and entailed heavy loss upon their workmen and the board. The board point with pride to the work done and the prices paid, and are satisfied that no one investigating the subject honestly and impartially will fail to acknowledge that in no instance on record has so much been accomplished in so short a period of time and at a cost so reasonable.

This is the report submitted to the President, and by him submitted to Congress, December, 1872.

By Mr. JEWETT :

Q. You adopt that as your answer to the question?—A. Yes, sir. I would state to the committee that this matter was considered by the board for several days—thoroughly canvassed. Mr. Mullett, Supervising Architect of the Treasury Department, was a member of the board at that time. He had had a vast deal of experience in public works. I had had a good deal in private work. It was unanimously agreed upon by the board that the best way to do the work was to fix a fair price and to award it to responsible bidders. I will say further that all responsible parties who wanted work got it.

By the CHAIRMAN :

Q. You say in that answer that this method of letting work has proved entirely satisfactory?—A. Yes, sir.

Q. You still regard that as the true answer?—A. I do, sir. I would state further, Mr. Chairman, that the Government of the United States has, in almost every instance, done work in this way. The building in which you now sit was built in this way—by a percentage paid upon the cost of the materials furnished by responsible contractors. The Post-Office building was built in the same way. All the public buildings now throughout the United States are being built in this way, upon a percentage paid to a responsible contractor for the work done.

Q. Have you any knowledge of the prices paid in other cities for the same description of work?—A. Yes, sir; I have prepared a statement here, showing the cost paid for the different classes of work in New York, Philadelphia, Boston, and Baltimore. If it is the desire of the committee, I will read it. This is authenticated by an official statement from the officers in charge of these improvements in these various cities.

Mr. MATTINGLY. Give the committee the result; that is all they desire, as I understand.

Mr. STEWART. I think the entire document had better go in evidence. The witness then read as follows :

Curbing, price of, in New York City. (See letter of February 26, 1874.) New 5-inch



bluestone curb, \$1 per linear foot. New 6 inch bluestone curb, \$1.15 per linear foot. Setting same, (labor price) 39 cents per linear foot.

Curbing, price of, in Philadelphia. (See letter of February 24, 1874.) Cut granite curb and setting, \$1.75 and \$2.25 per linear foot.

Curbing, price of, in Boston. (See letter of February 24, 1874.) Granite curb-stone delivered upon the street, 72 cents per linear foot, costing when laid about \$1 per linear foot.

Curbing, price of, in Baltimore. (See letter of March 31, 1874.) Setting 4-inch curb-stone, from 10 to 12 cents per linear foot. Circular curb-stone, 15 cents per linear foot.

Grading, prices in New York City. (See letter of February 26, 1874.) Earth-excavation, average price per cubic yard, 50 cents; earth-filling, average price per cubic yard, 90 cents; rock-excavation, average price per cubic yard, \$2. Excavation from one street and filling in another is paid for both as filling and excavation when done by the same contractor. No grading required for pavements, *i. e.*, carriage-ways, except the road-bed.

Grading, prices in Boston. (See letter of February 24, 1874.) Street grading, where there is a depth of several feet of cutting or filling, varies from 50 cents to \$1 per cubic yard.

Grading, prices in Baltimore. (See letter of March 31, 1874.) Street grading, 25 to 50 cents per cubic yard, according to haul. No allowance made for depositing it elsewhere.

Pavements, prices in New York City. (See letter of February 26, 1874.)

Belgian trap-block, average price, \$3.25 per square yard; no grading required except the road-bed.

Stafford patent, \$6.50 per square yard, treated lumber; Nicolson, Miller, Stowe, Ingersoll, McGonigle; average price, \$5.50 per square yard, untreated lumber; Guidet, \$6 per square yard, without concrete.

Pavements, prices in Brooklyn, N. Y. (See letter of February 26, 1874.)

Kind.	When laid.	Price per square yard.	Price per square yard grading.
Nicolson .....	1869	\$4.50	80.50
Do .....	1870	4.50	50
Scrimshaw .....	1869	3.00	
Improved Scrimshaw .....	1870	3.50	
Do .....	1871	3.50	
Miller .....	1869	4.50	
Do .....	1870	4.50	
De Golyer .....	1871	5.00	
Scharf .....	1870	3.50	
Belgian .....	1869	3.25	
Do .....	1869	3.45	
Do .....	1869	3.75	
Do .....	1869	3.33	
Do .....	1869	3.19	
Improved Belgian .....	1869	5.75	
Do .....	1870	5.75	
Do .....	1871	5.75	
Do .....	1873	4.30	
Do .....	1873	3.82	
Do .....	1873	3.74	
Do .....	1873	3.65	

Pavements, prices in Philadelphia. (See letter of February 24, 1874.) Nicolson, not treated, \$4 per square yard; Belgian, best Massachusetts blocks, \$3.25 per square yard; Belgian, second quality, \$2.75 to \$3 per square yard; Cobble, best water-stone, \$1.25 per square yard.

Pavements, prices in Boston, Mass. (See letter of February 24, 1874.) Granite block, city furnishes blocks and gravel and contracts for the laying; city grades road-bed and prepares foundation: Cost of blocks, \$2.80 per square yard; cost of gravel, 35 cents per square yard; cost of laying blocks and spreading gravel, 35 cents per square yard; total, \$3.50. Cost of road-bed and foundation, from 30 to 75 cents per cubic yard additional. Wood pavement: city prepares road-bed, as in stone pavement, and contracts for furnishing and laying blocks and furnishing and spreading gravel for road-bed and covering. Price paid contractors in 1873, from \$2.17½ to \$2.31 per square yard; wood burnettized spruce, laid without flooring.

Pavements, prices in Baltimore. (See letter of March 31, 1874.) Cobble-stone, including material and work, from 63 to 80 cents per square yard; cobble-stone, relaying, from 26 to 40 cents per square yard; Nicolson, \$4 per square yard; Granite-asphalt, \$4.16 per square yard.

Sewers, prices in New York City. (See letter of February 26, 1874.) Laying six-inch Scotch sewer-pipe, \$1.50 per foot, including earth-excavation: laying 12 to 18 inch Scotch sewer-pipe, \$3.30 per foot average, with average earth-excavation of 11½ feet. Brick circular sewer, 36-inch, \$6 to \$7 per foot; excavation, 13 feet. Brick sewer, 12 by 8 feet interior, laid on piles and timber foundation, wet, \$30 per foot; piles and timber paid for extra.

For 6-inch Scotch sewer-pipe, straight, 40 cents per foot; 6-inch Scotch sewer-pipe, curved, 50 cents per foot; 12-inch Scotch sewer-pipe, 75 cents per foot; 15-inch Scotch sewer-pipe, \$1.75 per foot; 18-inch Scotch sewer-pipe, \$1.80 per foot; 30-inch Scotch sewer-pipe, \$2.25 per foot. Rock excavation in sewers, without blasting, \$4.00; rock excavation in sewers where blasting is required, \$5.

Department of public works, New York, furnish contractors with sewer-pipe. (See page 14, New York contract.) 6-inch, straight, per linear foot, 30 cents; 12-inch, straight, per linear foot, 90 cents; 12-inch, curved, per linear foot, \$1.30; 12-inch, straight, with 6-inch spurs, per linear foot, \$1.40; 15-inch, straight, per linear foot, \$1.40; 15-inch, curved, per linear foot, \$1.90; 15-inch, straight, with 6-inch spurs, per linear foot, \$1.85; 18-inch, straight, per linear foot, \$1.85; 18-inch, curved, per linear foot, \$2.45; 18-inch, straight, with 6-inch spurs, per foot, \$2.70; 12 by 12 branches, per foot, \$1.90; 15 by 12 branches, per foot, \$2.40; 15 by 15 branches, per foot, \$2.70; 18 by 12 branches, per foot, \$3.20; 18 by 15 branches, per foot, \$3.50; 18 by 18 branches, per foot, \$3.80; inverts, per foot, \$2.60; cast-iron man-holes, frame and cover, each, \$25.

Sewers, prices in Philadelphia, (See letter of February 24, 1874.) Brick, three feet diameter, circular, \$2 to \$4.50 per linear foot, including material, excavation, and repaving of street.

Main sewers built by the item.

*Average of bids for three main sewers during 1873.*

	Clearfield street.	Mantua Creek.	Wood street.
Earth-excavation, per cubic yard .....	39	41	1 08
Rock-excavation, per cubic yard .....	1 46	1 62	1 50
Rough rubble masonry, per perch .....	3 80	3 98	
Brick-work laid, per thousand .....	16 87	16 61	24 16
Cast-iron inlet, including neck, each .....	192 50	192 33	
Well-holes, per linear foot .....	15 60	13 40	
Man-Holes, 2½ feet diameter, including cover, each .....	71 25	72 50	96 66

Sewers, prices in Boston. (See letter of February 24, 1874.) Scotch tile, from \$2 to \$3 per foot, everything included; only sizes used are 12 and 15 inch. Brick sewers, from \$25 to \$30 after the trench is excavated. Trenching varies from \$2 to \$20 per foot.

Sewers, prices in Baltimore. (See letter March 31, 1874.) Built complete, including excavation, &c., either by running foot or by the job by contract. No price stated.

Sidewalks, brick, price of, in Philadelphia. (See letter of February 24, 1874.) Brick footways with ordinary bricks, \$1.25 per yard.

Sidewalks, brick, price of, in Boston. (See letter of February 24, 1874.) Brick sidewalks cost, during 1873, \$1.50 per square yard.

DEPARTMENT OF PUBLIC WORKS,  
CONTRACT CLERK'S OFFICE, CITY HALL,

*New York, February 26, 1874.*

Prices paid for materials and for work performed under contract with the department of public works, in the city of New York:

For rock-excavation per cubic yard, average price, \$2; for earth-filling per cubic yard, average price, 80 cents; for earth-excavation per cubic yard, average price, 50 cents.

(Excavation from one street, and filling in another, is paid for both as filling and excavation, when done by the same contractor.)

For new 5-inch bluestone cut, \$1 per foot linear; for new 6-inch bluestone cut, \$1.15 per foot linear; for setting same, (labor price,) 30 cents per foot linear; for 6-inch Scotch sewer-pipe, straight, 40¢ cents per foot; for 6-inch Scotch sewer-pipe, curved, 50 cents per foot; laying 6-inch Scotch sewer-pipe, \$1.50 per foot, including earth-excavation; for 12-inch Scotch sewer-pipe, 75 cents per foot; for 15-inch, \$1.75; for 18-inch Scotch sewer-pipe, \$1.80; for 30-inch, \$2.25; laying 12 to 18 inch Scotch sewer-pipe, average price, \$3.30 per foot; rock-excavation in sewers, where blasting is required, \$5; without blasting, \$4; average earth-excavation, 11½ feet; for brick circular sewer, 36-inch excavation, 13 feet, \$6 to \$7 per foot; for brick sewer 13 feet by 8 feet, interior laid on piles and timber foundation wet, \$30 per linear foot; piles and timber paid for extra.

*Pavements.*—Belgian, or trap block, per square yard, average \$3.25 per square yard, no grading required except the road-bed. Wood pavement, Stafford patent, dressed lumber, per square yard, \$5.50. Nicolson, Miller, Stowe, Ingersoll, MacGongle, untreated lumber, average price per square yard, \$5.50. Guidet pavement, on Broadway, laid by a commission appointed by the legislature, cost about \$6 per square yard without concrete.

I certify that the above prices are taken from the lowest bids and awards for work done by this department, and are correct.

WILLIAM H. BANTA,

Contract Clerk, Department of Public Works.

DEPARTMENT OF CITY WORKS, CHIEF ENGINEER'S OFFICE.

Room 10, City Hall, Brooklyn, February 26, 1874.

*Abstracts from contracts showing prices paid for different pavements.*

Street repaved.	Kind of pavement.	Year repaved.	Price per square yard of paving material.	Price per square yard of grading.
Pierrepont street.....	Nicolson.....	1864.....	3.25.....	\$0 50.....
Columbia street.....	Belgian.....	1864.....	3.25.....	.....
Schermerhorn street.....	Nicolson.....	1869.....	4.50.....	50.....
First street.....	do.....	1864.....	4.50.....	50.....
Montague street.....	Scrimshaw.....	1864.....	3.00.....	.....
Oxford street.....	Belgian.....	1869.....	3.43.....	.....
Portland avenue.....	Nicolson.....	1869.....	4.50.....	50.....
Jacobson street.....	Miller.....	1869.....	4.90.....	.....
Smith street.....	Nicolson.....	1869.....	4.50.....	50.....
Cumberland street.....	Miller.....	1869.....	4.90.....	.....
Rensselaer street.....	Belgian.....	1869.....	3.78.....	.....
Atlantic street.....	Nicolson.....	1869.....	4.50.....	50.....
Elliot Place.....	Belgian.....	1869.....	3.33.....	.....
Atlantic street.....	do.....	1869.....	3.19.....	.....
Flatbush avenue.....	Nicolson.....	1869.....	4.50.....	50.....
Henry street.....	Scrimshaw.....	1869.....	3.00.....	.....
Union street.....	Belgian.....	1869.....	3.19.....	.....
Fulton avenue.....	Improved Belgian.....	1869.....	5.75.....	.....
Hanson Place.....	Miller.....	1870.....	4.90.....	.....
Seventh avenue.....	Improved Scrimshaw.....	1870.....	3.50.....	.....
Sackett street.....	do.....	1870.....	3.50.....	.....
Fort Greene Place.....	Miller.....	1870.....	4.90.....	.....
Saint Felix street.....	Nicolson.....	1870.....	4.50.....	50.....
De Law street.....	Improved Scrimshaw.....	1870.....	3.50.....	.....
Atlantic street.....	Improved Belgian.....	1870.....	5.75.....	.....
Division street.....	Schiff.....	1870.....	3.50.....	.....
Sixth avenue.....	Improved Scrimshaw.....	1871.....	3.50.....	.....
Court street.....	Improved Belgian.....	1871.....	5.75.....	.....
Fourth street, (E. D.).....	De Golyer.....	1871.....	5.00.....	.....
Henry street.....	Improved Belgian.....	1873.....	4.30.....	.....
Myrtle street.....	do.....	1873.....	3.82.....	.....
Lafayette avenue.....	do.....	1873.....	3.74.....	.....
Atlantic avenue.....	do.....	1873.....	3.65.....	.....

The improved Belgian pavement previous to 1874 was laid by Mr. Guidet under his patent. During 1873 the contracts have been given to the lowest bidder.

VAN BRUNT REDGEN,  
Assistant Engineer.

OFFICE OF THE CHIEF ENGINEER AND SURVEYOR.

224 South Fifth Street, Philadelphia, February 24, 1874.

Hon. A. R. SHEPHERD, Governor District of Columbia:

DEAR SIR: The construction of sewers in this city is open to competition. Brick sewers, three feet in diameter, circular in form, are built by the linear foot, the prices ranging from \$2 to \$4.50, which includes the furnishing of material, excavating, and repaving the street. Main sewers, exceeding three feet in diameter, are built by the item.



I present you the average of a number of bids, offered by contractors for three main sewers, during the last year.

	Clearfield- street sewer.	Mantua- street sewer.	Wood- creek sewer.
Earth-excavation, per cubic yard.....	\$0 39	\$0 41	\$1 08
Rock-excavation, per cubic yard.....	1 45	1 62	1 50
Rough rubble masonry, per perch.....	3 80	3 98	—
Brick-work, laid, per thousand.....	16 87	16 61	24 16
Cast-iron inlet, including neck, each.....	192 50	192 33	—
Well-holes, per linear foot.....	15 60	13 40	—
Man-holes, 2½ feet diameter, including cover, each...	71 25	72 50	96 66

Very truly,

SAM'L. L. SMEDLEY,  
*Chief Engineer and Surveyor.*

DEPARTMENT OF HIGHWAYS, BRIDGES, SEWERS, &c.,  
OFFICE OF CHIEF COMMISSIONER,  
*No. 104 South Fifth Street, Philadelphia, February 24, 1874.*

I hereby certify that the following is a correct statement of the prices paid in this city for the work below enumerated :

Cut granite curb, and setting the same, per foot.....	\$1 75 to \$2 25
Brick foot-ways, (with ordinary bricks,) per yard.....	1 25
Wooden pavement, (Nicolson,) not treated, per yard.....	2 00
Belgian pavement, best Massachusetts blocks, per yard.....	3 25
Belgian pavement, second quality blocks, per yard.....	2 75 to 3 00
Cobble pavement, best water-stone, per yard.....	1 25

M. H. DICKINSON,  
*Chief Commissioner of Highways, Philadelphia.*

Gov. A. R. SHEPHERD,  
*Washington, D. C.*

SEWER DEPARTMENT, CITY HALL,  
*Boston, February 24, 1874.*

The cost of Scotch pipe laid in this city is from \$2 to \$3 per foot, everything included. The only sizes used are 12 and 15 inch.

Brick sewers cost from \$25 to \$30 per thousand after the trench is excavated. Trenching is very uncertain, varying, with the character of the street, from \$2 to \$20 per foot.

W. H. BRADLEY,  
*Superintendent and Engineer.*

BOSTON, February 24, 1874.

This is to certify that the above-named W. H. Bradley is superintendent of sewers of the city of Boston at the present time.

JOHN T. CLARK,  
*Chairman of Board of Aldermen.*

OFFICE OF THE SUPERINTENDENT OF STREETS,  
CITY HALL, BOSTON, February 24, 1874.

DEAR SIR: In answer to your inquiries in regard to the cost of pavements used in this city, I reply as follows:

For granite-block pavement the city furnishes the blocks and gravel and contracts with master-pavers to lay the same. The cost of the blocks delivered upon the streets is \$2.80 per square yard; cost of gravel, required for bed and covering, about 35 cents per square yard; paver's price for laying blocks and spreading gravel in bed and covering, about 35 cents per square yard; making total cost about \$3.50 per square yard. The grading of the road-bed and preparing foundation by rolling and puddling is done by workmen in the employ of the city; the cost, depending upon the character of the material, distance of hauling, &c., varies from 30 to 75 cents per cubic yard.

For wood pavement the city prepares the road-bed, as in stone pavement, and contracts with parties for furnishing and laying the wooden blocks, and furnishing and spreading the gravel for road-bed, and covering. The price paid contractors during the year 1873 was from \$2.17½ to \$2.31 per square yard. The wood was burnettized spruce, laid, without flooring, directly upon the sand or gravel-bed; the interstices between the blocks filled with sand or pebbles.

I remain, very respectfully, yours, &c.,

CHARLES HARRIS,  
*Superintendent of Streets.*

P. 8.—The cost of brick sidewalks in this city during the year 1873 was \$1.50 per square yard.

The cost of granite curb-stones was 72 cents per linear foot delivered upon the street, costing when laid about \$1 per linear foot.

The cost of grading streets, where there is a depth of several feet of cutting or filling, varies from fifty cents to one dollar per cubic yard.

Yours,

CHARLES HARRIS,  
*Superintendent of Streets.*

Colonel VANDERBURG.

Boston, February 24, 1874.

This is to certify that the above named Charles Harris is superintendent of streets of the city of Boston at the present time.

JOHN T. CLARK,  
*Chairman of Board of Aldermen.*

CITY COMMISSIONER'S OFFICE,  
*Baltimore, 31st March, 1874.*

SIR: In reply to your inquiry of 28th instant, which has been referred to this office by the mayor, I beg leave to offer the following:

The cost of grading streets is from 25 to 50 cents per cubic yard, according to the distance that the material has to be hauled. No allowance is made for depositing it elsewhere.

Streets are rarely graveled in this city. Cobble-stone pavements, including material and work, cost from 63 to 80 cents per square yard.

Relaying cobble-stone pavement, from 36 to 40 cents per square yard.

Setting 4-inch curb-stone, from 10 to 12 cents per linear foot; circular curb-stone, 15 cents per linear foot.

Only a small surface has been laid with the Nicolson wooden pavement. It cost \$4 per yard.

Only a small surface of the Grahamite asphalt pavement has been laid, costing \$4.16 per yard.

No concrete pavement has been laid by the city. One square has been laid by the Baltimore and Ohio Railroad Company. I have no information as to the cost.

None of our streets are macadamized, and we have had no rock-excavation in the beds of the streets.

Sewers are built complete, including excavation, &c., either by the running foot or by the job, by contract.

The pavements are laid on the sidewalks by the owners of the property fronting on the streets.

Yours, respectfully,

J. H. TEGMEYER,  
*City Commissioner.*

FRANKLIN T. HOWE, Esq.,  
*Chief Clerk Board of Public Works, Washington, D. C.*

[NOTE: Contractors are particularly requested to take notice of certain changes which have been made in the specifications before putting their bids in the estimates.]

DEPARTMENT OF PUBLIC WORKS. 1873.

To contractors.—No. —.

*Sewers in Ninety-fifth and Ninety eighth streets, between First and Third avenues, and in First avenue, between Ninety-fifth and One Hundredth streets, with branches.*

Sealed proposals for the above work, indorsed with the above title, also with the name of the person or persons making the same and the date of its presentation, will be received at the office of the department of public works until 12 o'clock, p.m., of October 22, 1873; at which time the bids will be publicly opened and read, and the award of the contract made to the lowest bidder with adequate security. The person or persons to whom the contract may be awarded will be required to attend at the office with the sureties offered by him or them, and execute the contract within three days from the date of the award; and in case of failure or neglect so to do, he or they will be considered as having abandoned it, and as in default to the corporation, and thereupon the work will be re-advertised and relet, and so on until the contract be accepted and executed. The work to commence at such time as the commissioner of public works may designate.

N. B.—The prices must be written in the bid, and also stated in figures, and all proposals will be considered as informal which contain bids not called for in the advertisement, or which are not stamped in accordance with the United States internal-revenue-tax law. Permission will not be given for the withdrawal of any bid or proposal.

Bidders are required to state in their proposals, under oath, their names and places of residence, the names of all persons interested with them, and if no other person be so interested, they shall distinctly state the fact; also, that it is made without any connection with any other person making any estimate for the above work, and that it is in all respects fair, and without collusion or fraud; and also that no member of the common council, head of a department, chief of a bureau, deputy thereof, or clerk therein, or other officer of the corporation, is directly or indirectly interested therein, or in supplies or work to which it relates, or in any portion of the profits thereof.

Each proposal shall be accompanied by the consent, in writing, of two householders or freeholders of the city of New York, *with their respective places of business or residence*, to the effect that if the contract be awarded to the person making the bid they will, on its being so awarded, become bound as his sureties for its faithful performance; and that if he shall omit or refuse to execute the same they will pay to the corporation any difference between the sum to which he would be entitled on its completion, and that which the corporation may be obliged to pay to any higher bidder to whom the contract may be awarded at any subsequent letting; the consent above mentioned shall be accompanied by the oath, in writing, of the person signing the same, taken before a judge of any court of record in this county, that each is a householder or freeholder in the city of New York, and is worth the amount of the security required for the above work over and above all his debts of every nature, *and over and above his liabilities as bail, surety, or otherwise*; that he has offered himself as surety in good faith and with an intention to execute the bond required by section 27, article 2, chapter viii, of the Revised Ordinances of 1859 of the Municipal Government of the City of New York, and prescribing their powers and duties. The adequacy and sufficiency of the sureties offered to be determined by the comptroller.

The engineer's estimate of work and materials by which the bids will be tested is as follows, to wit:

4,035 linear feet of sewer, viz:

2,105 linear feet of brick sewer, of 4 feet 6 inches by 5 feet interior diameters, as per section marked A on the plan of the work.	} CLASS I. 2,105 linear feet.
760 linear feet of brick sewer, egg-shaped, of 4 feet by 2 feet 8 inches interior diameters, as per section marked B on the plan of the work.	
980 linear feet of brick sewer, egg-shaped, of 3 feet 7½ inches by 2 feet 4½ inches interior diameters, as per section marked C on the plan of the work.	} CLASS II. 1,930 linear feet.
190 linear feet of pipe-sewer, of 15 inches interior diameter.	

4,035

100 linear feet of 15-inch-pipe culvert.

4 receiving-basins.

2,500 spruce or pine piles.

N. B.—The above-estimated quantities are approximate, and bidders are notified that the commissioner of public works reserves the right to increase or diminish the gross length of the sewers, culverts, and drains, or any part thereof, the number of basins, piles, or amount of foundation-plank, and that no allowance will be made in case of increase thereof for any sum above the prices bid, nor in case of decrease for any real or supposed damage or loss of profit occasioned by such diminution. The time bid for the completion of the work will be proportionately increased or diminished.

N. B.—Most of the sewers will require an embankment of earth-filling to cover them, for which no extra allowance is to be made. (See section 9 of the specifications.)

N. B.—Bidders will examine for themselves the location of the proposed work, that no misunderstanding may exist in regard to the depth or nature of the excavations to be made or the work to be done.

N. B.—All the sewer and culvert pipe, inverts, house-connection pipe, and man-hole frames and covers required for the work must be purchased and received by the contractor from the commissioner of public works, at the prices mentioned in section 27, paragraph (n) of the annexed agreement.

The amount of security required is fifty thousand dollars.

Bidders will state a price, per linear foot, for each class of sewer as above designated, which price is to include the prices to be paid by him to the commissioner of public works for the necessary sewer and culvert pipe, inverts, house-connection pipe, and



man-hole frames and covers, and also the furnishing of all the necessary materials and labor, and the performance of the whole of the work mentioned in the specification annexed, excepting only such parts of the work for which a specific price is to be bid, including all pumping and bailing, earth-filling and embankment, and including all expenses incurred by or in consequence of a faithful compliance with each and every of the requirements of the agreement, and for well and faithfully completing the whole of said work in the manner therein specified.

Also, the price per linear foot for culvert.

Also, the price for each receiving-basin, complete.

Also, the price per pile for each pile furnished and driven.

And also the time required for the completion of the whole work, which will be tested by the rate of \$1 per day.

It being understood that the time so bid, with the time allowed for rock-excitation, refers to the aggregate time of all the inspectors who may be appointed on the work, (see specification I, paragraph c,) and not to single consecutive days; and that the penalty specified in covenant (E) will be exacted for each and every day that the said aggregate time of all the inspectors, who may be employed on the work, may exceed the time stipulated in the bid for the completion of the whole work.

For rock-excitation, where drilling and blasting is necessary, \$4 per cubic yard will be allowed, and for removing the same without blasting, when necessary for the preservation of the main water-pipe from injury, the sum of \$5 per cubic yard will be allowed; in each case the measurement to be as provided for in the agreement. The prices to include the removal of the rock excavated from the line of the work, and with the extension of time when rock is encountered, as mentioned in the agreement, are intended to cover all the contingent expenses of rock-excitation; consequently, no other allowance or extension of time on such account will in any case be made.

Concrete, made in accordance with section 18, in the specifications, is to be laid where required, for which \$5 per cubic yard will be allowed when such concrete is not shown in the sections of the sewers. This price is intended to cover all contingent expenses connected with extra concreting.

*N. B. — No soft or disintegrated rock which can be removed with a pick, nor very bowlders or loose rock in rock-fillings, or rock exterior to the lines of measurement allowed, which may have been previously loosened by the excavation of trenches for water-pipes or other purposes, to be measured or allowed for as rock.*

A strict compliance with the provisions of "Chap. VIII., Art. II." Revised Ordinances of 1859, of the municipal government, will be observed and required in all cases.

Bidders are informed that no deviation from the specification will be allowed, unless a written permission shall previously have been obtained from this department.

Bidders are specially notified that the commissioner of public works reserves the right to determine the times and places for commencing and prosecuting the work, and that postponement or delay on the whole, or any part thereof, occasioned by the precedence of paving or other contracts, can constitute no claim for damages.

Bidders are also notified that the trenches for the sewers must be kept entirely free from water while the foundation and masonry is being laid.

The right to decline all the proposals is reserved, if deemed for the interest of the corporation; and no proposal will be accepted from, or contract awarded to, any person who is in arrears to the corporation, upon debt or contract, or who is a defaulter, as security or otherwise, upon any obligation to the corporation.

Blank forms of proposals can be obtained on application to the contract-clerk at this office.

The form of agreement, including the specification, and showing the mode of payment for the work, is annexed.

GEO. M. VAN NORT,  
Commissioner of Public Works.

OFFICE DEPARTMENT OF PUBLIC WORKS, October 9, 1873.

1873.—No. —. *Form of agreement to be executed in duplicate for the construction of sewers in Ninety-fifth and Ninety-eighth streets, between First and Third avenues, and in First avenue, between Ninety-fifth and One Hundredth streets, with branches.*

This agreement, made and concluded this ——— day of ———, in the year 1873, by and between the mayor, aldermen, and commonalty of the city of New York, by the commissioner of public works of the first part; and ———, of said city, contractor, of the second part:

Witnesseth, that the said party of the second part has agreed, and by these presents does agree, with the said parties of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents, and

hereunto annexed, to furnish, at his own proper cost and expense, all the necessary materials and labor, and to excavate for, build, and complete in a good, firm, and substantial manner, sewers in Ninety-fifth and Ninety-eighth streets, between First and Third avenues, and in First avenue, between Ninety-fifth and One Hundredth streets, with branches, of the dimensions, in the manner, and under the conditions hereinafter specified, and has further agreed that the said commissioner shall be, and is hereby, authorized to appoint such person or persons as he may deem proper to inspect the materials to be furnished and the work to be done under this agreement, and to see that the same correspond with the specification hereinafter set forth, to wit:

*Specification.*

Location of  
sewers.

1. (a) All sewers to be of the dimensions, and laid on the location shown on the plan of the work. All man-holes to be carried up fully to the established grade.

All necessary bull's-eyes or spurs for connection of branch sewers, whether of brick or pipe, are to be built in the proposed sewers at the points indicated on the plan of the work, without extra charge therefor.

There are two classes of sewers under this agreement: Class I comprises section A as designated and shown on the plan of the work, and Class II all other sections and kinds of sewers shown and included in said plan.

All the mason-work throughout, whether of brick or stone, will be laid in cement mortar, made and laid as described in these specifications.

All the trenches, while the foundations are being laid and the masonry being constructed, must be kept entirely free from water, at the contractor's expense, and the sides of the excavations must in all cases be strongly and thoroughly sheeted and shored.

At the point of discharge the sewer must be protected by rubble masonry backing, laid in cement or otherwise, and to such a length or distance, not exceeding ten feet from the mouth, as shall be determined by the engineer.

Wherever the proposed sewers follow the line and occupy the place of, or intercept any existing sewers or culverts, the contractor will be required to make the same good and reconnect such drains or connections as he may be directed to do by the engineer, without extra charge therefor. And all sewers, drains, basins, or culverts rendered unnecessary, or becoming disused by the construction of the work herein contemplated, must be filled in and made solid with good, wholesome earth, without extra charge therefor.

The commissioner of public works reserves the right to increase or diminish the gross length of the sewers and branches, culverts, drains, number of basins, piles, and quantity of foundation plank, contained within the limits of said plan to the extent he may deem necessary, and no additional prices above the contract-prices in case of increase, nor no compensation for damage or loss of profit in case of decrease, in the gross length or any part thereof, will be allowed or paid by the said commissioner; it being also expressly understood that the time stipulated for the completion of the work will be proportionately increased or diminished.

Materials.

(b) All the materials furnished, and all the work done, which, in the opinion of said commissioner, shall not be in accordance with this specification, shall be immediately removed, and other materials furnished, and work done that shall be in accordance therewith.

Work to be  
prosecuted where  
commissioner di-  
rects, and inspec-  
tors appointed.

(c) The work under this agreement is to be prosecuted at and from as many different points, at such times and in such part or parts of the streets and avenues on the line of the work, and with such force as the said commissioner may from time to time, during the progress of the work, determine; at each of which points an inspector will be placed to supervise the same, whether such work be connected with the sewer, the receiving-basins, or with the culverts. The aggregate time of all the inspectors so employed will be the time with which the time stipulated for the completion of the work under this agreement will be compared. The inspectors will be paid each at the rate of four dollars per day.

And it is further agreed, that should postponement or delay be occasioned by the precedence of paving or other contracts on the line of the work, no claim for damages therefor shall be made or allowed.

(d) The sewers are to be built of the materials, sizes, and dimensions,

with the connections, on the lines, at the depths, and in the manner shown on a plan dated September 1, 1873, filed at the office of the commissioner of public works, and approved by him, entitled "Sewers in Ninety-fifth and Ninety-eighth streets, between First and Third avenues, and in First avenue, between Ninety-fifth and One Hundredth streets, with branches."

To be left as shown on the plan of the work.

The connections with the present sewers are to be made in a workmanlike manner. Wherever the proposed sewers connect with man-holes into which pipes of unsuitable size for such connections have been inserted the same shall be carefully taken out, and the new connections made without injuring the man-holes. The ends of all sewers, curves, bull's-eyes, and spurs to be securely closed with brick masonry or approved stone-ware covers. All the sewers and culvert-pipe, inverts, house-connection pipe, and man-hole frames and covers will be furnished to the contractor by the said commissioner at his yards, in accordance with the scale of prices designated in section 27, paragraph (a) of these specifications.

(c) Brick man-holes are to be built at such points on the line of the pipe-sewers as the said commissioner may direct, in accordance with the provision of section 29, paragraph (a) of these specifications.

Man-holes on line of pipe-sewer.

Brick man-holes shall be worked in the arch of the brick sewers, as provided in paragraph (b) of the said section.

Man-holes on line of brick sewer.

(f) New receiving-basins, with connecting culverts, more or less, shall be built as provided in sections 30 and 31 of these specifications.

Receiving-basins.

#### TRENCHES.

2. The ground shall be excavated in open trenches to the necessary width and depth.

Width.

The trenches shall be one foot wider on each side than the sewers intended to be laid in them, at the point of their greatest external diameter, and the bottom of the trenches shall be excavated to the exact form and size of the lower half of the sewers, where required by the commissioner of public works.

No tunneling will be allowed except by consent of the said commissioner.

No tunneling.

The sides of the excavation shall be supported by suitable planking and shoring wherever necessary, but no allowance will be made therefor, and in all cases the same to be drawn as the work progresses.

Shoring.

All irregularities in the bottom of the trenches shall be filled up to the required level, with gravel or clean sand, firmly rammed in; and where the ground does not afford a sufficiently solid foundation, the contractor shall excavate the trench to such increased depth as the engineer may decide to be necessary, and shall then bring it up to the required level and form with such material and in such manner as the engineer shall determine.

Foundation to be made good.

3. The contractor shall grub and clear the surface over the trench, wherever it may be necessary, and remove from the ground all surplus material, of whatever nature or kind, without additional compensation.

Grubbing and clearing.

4. The materials excavated shall be laid compactly on the side of the trench, and kept trimmed up so as to be of as little inconvenience as possible to the public travel or the adjoining tenants; in case the street is not wide enough to throw the dirt without stopping the passage-way on the sidewalk, the contractor shall, at his own expense, erect a board fence and keep a passage open on the said sidewalk of not less than three feet wide.

Three feet of sidewalk to be left clear.

5. No more than one hundred feet of trench shall be opened at any one time in advance of the complete building of the sewers, unless by written order of the said commissioner, and for the distance therein specified.

Length of trench to be opened.

On the completion of each section of one hundred feet of sewer, the regrading, repaving, or reencasing, and reconcreting (made and applied as described in section 18 of these specifications,) as the case may be, over the same, shall be completed, and all surplus earth, sand, or rubbish on that section be immediately removed to such places on the line of the work as the engineer shall direct.

Surplus material to be removed.

6. The contractor shall, at his own expense, pump out or otherwise remove any water which may be found, or shall accumulate in the trench, and shall form all dams or other works necessary for keeping the excavation clean of water during the progress of the work.

Pumping and baling.



## Quicksand.

When running sand, quicksand, or other bad or treacherous ground is encountered, the work shall be carried on with the utmost vigor, and shall be proceeded with day and night, should the commissioner so require.

## Drains, &amp;c., interrupted.

7. The contractor shall provide for the flow of sewers, drains, or water-courses interrupted during the progress of the work, and shall restore and make good all connections, and shall immediately cart away and remove all offensive matter, with such precautions as may be directed by the engineer.

## ROCK-EXCAVATION.

## Form of prism.

8. When rock is to be excavated, it shall be fully taken out thirty feet in advance of the laying of the sewers, and six inches below the grade of the outer bottom of the sewers, and the trench then filled up to the level of that grade with clean, sharp sand, and thoroughly rammed and made solid. The trench shall be one foot wider on each side of the sewer intended to be laid in it, at the point of its greatest external diameter, provided that it shall in no case be of less width than four feet six inches, and from this point to the bottom of the trench the sides shall be vertical; and also from the same point the sides of the trench shall be sloped upward in the proportion of three inches horizontal to one foot vertical, and so continued until the trench has a width of twelve feet; thence to the surface the sides are to be carried up vertical, and at a width of twelve feet. In case the width of the sewer exceeds ten feet, the trench shall be excavated one foot wider on each side than the greatest width of the sewer, and the sides of the trench shall be carried up vertically at that width to the surface. No rock outside of the lines above described will be estimated or allowed.

## When the sewer exceeds ten feet in width.

## Blast to be protected.

In all cases of rock-blasting, the blast to be carefully covered with heavy timber, according to the ordinances of the common council relative to rock-blasting, and the material so excavated to be immediately removed from the ground.

## Water-pipe intersecting trench.

Where a line of water-pipe intersects the trench, any rock-excavation within five feet thereof shall be removed without blasting.

## Rock to be stripped for measurement.

Wherever rock is encountered in excavating the trench, it shall be stripped of earth in sections of not less than fifty feet, and the engineer in charge duly notified, in order that he may measure or cross-section the same; and all the rock excavated or blasted out before such measurement is made will not be estimated or allowed.

## Soft or disintegrated rock, &amp;c., not to be allowed.

No soft or disintegrated rock which may be removed with a pick, and no bowlders or loose rock in rock fillings or elsewhere, and no rock whatsoever outside the lines of the trench which may have been previously loosened in excavating for water-pipes, or other purposes, and which, by reason of such loosening, may fall into the trench, will be measured or allowed.

## EMBANKMENT.

## Width and slope.

9. Where embankment may be found necessary to support the foundation of the sewers, it shall be made of the width and slopes shown on the plan of the work. The ground shall be prepared by carefully grubbing and clearing it, removing all loose rock or stone, and all muck or improper material of whatever nature; the embankment shall then be formed of good loam, gravel, or sand, free from all stones of above four inches in diameter, and of those below that size in a proportion not to exceed one part of stone to three parts of earth, in any place. The material is to be deposited in layers of not more than nine inches in thickness; each layer to be separately compacted by heavy iron rollers, and where they cannot be used, by heavy pavior's rammers.

## Grubbed and cleared.

## How made.

## Inequalities.

No breaks or irregularities in the distribution of the material or formation of the layers will be allowed, and the whole embankment is to be carried up evenly, and so as to make a compact and solid foundation. The sewer will be placed thereon, and it must in all cases be covered at

least three feet deep over its top with earth, in layers as above described, of the widths and slopes shown on the plan of the work.

The embankment shall be carried up to the height of the springing line of the upper arch of the sewer, in sections of at least one hundred feet in length, before the sewer, or any part of it, is constructed, and the trench subsequently excavated for the sewer in accordance with the specification for trenches.

That part of the embankment required to be made before the sewer is commenced shall be carried on lengthwise of the sewer in one layer, and the embankment on the center line of the sewer shall be kept at least twenty-five feet in advance of the extreme outer side of the embankment.

The remainder of the embankment shall be made in horizontal layers of not more than nine inches in thickness, as above described.

All man-holes are to be carried up to their full height, as described in section 29 of these specifications, and are to be similarly covered and protected for a thickness of at least three feet around the shaft thereof.

Receiving-basins, with their connecting culverts, are to be similarly carried up and covered and protected, when so ordered by the commissioner of public works.

Where the trenches do not furnish sufficient material of the proper quality, the contractor shall procure and supply such deficiency at his own cost and expense.

Not sufficient material.

#### REFILLING.

10. After the sewer, with its required foundation, is laid or built, the work shall be backed in, and carefully packed and rammed, by trustworthy persons, under and around the sewer, with proper material and with proper tools. In refilling, the earth or sand shall be faithfully rammed as the work progresses, and in no case shall the number of men back-filling be more than twice the number of those ramming, nor shall the layers in any case exceed nine inches in thickness.

Proper tools and trustworthy men.

Thickness of layers.

11. As the trenches are filled in, and the work completed, the contractor shall cart away or remove all surplus earth, stone, or other material from the ground, or to such places on the line of the work as the engineer shall direct, and leave all roads and places free, clear, and in good order; and in case this is neglected, he will be allowed twelve hours only to remove the same after a written notification of his failure or neglect, when it will be done by the department of public works at his cost and expense.

Removal of surplus material.

12. The re-filling in all cases shall be of good loam, sand, or gravel, free from stones of above four inches in diameter, and in kind and proportion not to exceed that required in section 9 of these specifications. For a height of at least one and a half feet above the top of all pipe-sewers the material shall be entirely free from stones.

Kind of earth to be used.

Free from stones.

Where pipe-sewers are used especial precaution will be required. The earth must be carefully laid in so as not to disturb them, and tamped and solidly rammed down under and around the pipes, with proper tools made for this purpose. The trench shall then be filled by layers, as above described, and the first layers to a point at least nine inches above the top of the pipe shall be carefully thrown in with shovels, and not from barrows or carts. In all cases of rock-excavation, clean sharp sand must be provided, and re-filled in the manner above described, for a height of at least fifteen inches above the top of the pipe.

Where pipe-sewers are used.

13. Should there be a deficiency of proper material for re-filling, the contractor will be required to furnish the same at his own cost and charge; and in all cases the streets or avenues must be re-filled to the same height as previously existed, unless the commissioner of public works shall direct otherwise.

Deficiency of material.

#### BRICK MASONRY.

14. (a) In the construction of brick masonry, none but the best quality of whole North River bricks, burned hard entirely through, will be used; they are to be culled as they are brought upon the ground, and all bats and all bricks of improper quality are to be immediately removed from the work.

(b) The bricks are to be thoroughly wet by immersion immediately before laying. Every second course is to be laid by line. Every brick is required to be laid in a full joint of mortar, made as described in sections

Quality of bricks.  
Bricks to be wet before laying.  
Every second course to be laid by line.  
Every brick to be laid in full beds of mortar.

- 16 and 17 of these specifications, on its beds, ends, and sides, at one operation. In no case is mortar to be slushed or grouted in afterward.
- Inverts.** (c) All inverts, or bottom curves, are to be worked from profiles accurately made according to the dimension of the sewer, and correctly set according to the grades furnished. Vitrified stoneware inverts will be used when required by the commissioner of public works.
- To be laid by line.** The brick are to be neatly and truly laid by line, and the joints to be carefully struck on the inside. The bands in all cases to be formed as shown on the sections.
- Centers.** (d) The upper curves or arches to be formed on strong centers of correct form and dimensions, according to the sizes and shapes required. The centers shall not be removed or withdrawn until the work is thoroughly set and the filling of earth is properly put in to a line which is at least half-way from the springing line to the crown of the arch.
- Crown of the arch.** The brick are to be laid true and by line; the crown is to be keyed with stretchers in full joints of mortar. The centers are to be drawn or struck with care, so as not to crack or injure the work.
- Fresh work protected.** (e) All fresh work must be carefully protected from injury in any way. No wheeling nor walking on it will be allowed, and any portion injured must be re-laid by the contractor.
- Courses racked back.** (f) All brick-work, as it progresses, must be racked back in courses, and in no case will it be allowed to be toothed, unless by special permission in writing from the engineer.
- Vitrified sewer pipes or spurs to be built in the wall.** 15. Vitrified sewer-pipes or spurs, equal in every respect to those described in sections 26 and 27 of these specifications, and of not less than six inches interior diameter, and of sufficient length to project at least four inches beyond their exterior, are to be worked into the walls of the sewers at an angle of about forty-five degrees, and in the direction of the flow of the current. They are to be built in opposite each house, and, where there are no houses, at an average distance apart of seven and one-half feet opposite all lot-fronts; they are to be so set that their inner ends will be flush with the inner face of the sewer, which end must be molded or trimmed to the same curve. They are to be set at such height in the walls as the engineer may direct, and each pipe or spur is to be closed outside by inserting an earthen ware cover made for the purpose.
- How built in.** All pipe branches or lateral sewers are to be similarly furnished and built in, where required.

## MORTAR.

- How made.** 16. All mortar is to be composed of one part of fresh-ground hydraulic cement, of the best quality, and two parts of clean, sharp sand, entirely free from loam. It is to be carefully and thoroughly mixed dry, and a sufficient quantity of water is to be afterward added to make it of good consistency. The mortar is to be mixed in no greater quantity than is required for the work in hand. Any excess that may be left over at night, or that may have been standing longer than two hours, is not to be re-tempered and used in any way.
- Cement, its quality and test.** No mortar of improper quality will be allowed to be used in the work. 17. All cement furnished by the contractor will be subject to inspection and test before it is used, and, if found of improper quality, must be immediately removed from the work.
- To be protected from the weather.** The contractor will be required to furnish the engineer or inspector full facilities for examining and testing all cement brought upon the ground, and the engineer is to decide upon the character and severity of the test to be applied. When cement is accepted, if not immediately used, it must be protected from the weather and kept dry, and in no case will it be allowed to be placed upon the ground without blockings under the barrels.
- Mortar-box.** All mortar must be mixed in a proper box made for the purpose, and in no case upon the pavement or ground.
- Neat cement.** Both cement and sand are to be, in all cases, measured in the proportions above required. When necessary, in the opinion of the engineer, cement alone, without any admixture of sand, will be used.

## CONCRETE.

- How made.** 18. Where concrete is required, it shall be composed of one part of mortar (made in the the proportions above described) and two and one-half



parts of clean, sharp gravel, or of clean stone, free from dust or dirt, and broken so as to pass in every way through a two-inch ring. It shall be quickly and thoroughly mixed in a box made for that purpose, and deposited in layers of not less than four nor more than nine inches in thickness, and may be settled into its place by slightly ramming sufficiently to flush the mortar to the surface.

Layers.

When in place, all wheeling, working, or walking on or over it must be prevented until it is sufficiently set.

No working on it.

When connection is to be made with any layer, set or partially set, the edge of such layer must be broken down, so as to make the joint fresh and close.

Connections.

All gravel and broken stone that is dusty or dirty will be required to be thoroughly screened and washed before it can be used; and such piles or heaps as have any admixture of dirt, or stones above the size specified, will be wholly rejected when so delivered upon the work.

Dirty stone, &amp;c.

## STONE MASONRY.

19. When rubble-stone masonry is required, the walls will be of the height and thickness shown on the plan of the work.

The stone used must be of good quality, clean, and free from all checks or shakes, of good bed and build, and of such general size as may be specified.

Quality and size of stone.

The wall is to be laid true and by line, with the stones on their natural beds, and in full beds of mortar made as described in sections 16 and 17 of these specifications.

How laid.

No dressing or tooling is to be done upon any stone after it is in place.

All the joints are to be thoroughly filled with mortar, and the courses properly leveled up.

A proper alternation of headers and stretchers is to be made, in order to secure thorough bond throughout.

Bond.

The top of the wall is in no case to be plastered, unless so ordered.

20. When required, foundation-stones are to be furnished and laid. They must be sound and of good quality, and of such general dimensions as may be specified.

Foundation-stone.

21. Where dry wall is necessary, it must be well and truly laid, and by line. Every stone must have a fair and even bearing, and the courses be well bonded.

Dry wall.

All joints and crevices to be thoroughly pinned and wedged.

The stone must be of the character and quality described in section 19.

Coping-stone.

22. Where coping-stones are necessary, they must be furnished of granite, sound, and of good quality. They are to be cut to the shape and dimensions given by the engineer, and dressed and hammered in the manner and after the pattern required.

23. Mason-work of all kinds shall cease on the 1st day of December in each year, unless the commissioner of public works shall otherwise direct by written notice, and then only for such time as may be therein designated and no work shall be resumed before the time appointed by said commissioner; and the same requirements shall hold in the laying and fitting of sewer-pipes of whatever nature.

Mason-work to cease on the 1st December.

Upon the suspension of mason-work, the trenches are to be refilled, repaved, or remacadamized, and reconcreted as the case may be; and all materials, surplus earth, sand, rock, and rubbish removed from the street immediately thereafter; and in case of failure thereof, after due notice has been given in writing by the commissioner of public works to the contractor, it will be done by the said commissioner, and the expense thereof deducted from the payments due or to become due the said contractor.

Trenches to be refilled, &amp;c.

All masonry shall be covered and protected from frosts by and at the expense of the contractor, to prevent injury from water or from freezing.

Masonry protected.

## PILE AND TIMBER FOUNDATION.

24. (a.) Wherever piles are required for foundations or elsewhere, they shall be furnished of good, sound pine or spruce, free from shakes. They shall be no less than twelve inches diameter at the butts, properly sharpened and shod when required, and shall be driven with a hammer of not less than two thousand pounds in weight, and with a fall not

Size length and of piles.

to exceed fifteen feet in height, and driven until the pile shall not yield more than one-half an inch under the blow. The tops to be sawn or cut off truly and evenly to the grade furnished. The bark in all cases to be stripped or taken off.

Sheet-piling.

(b.) When sheet-piling is necessary and intended to remain, it shall be furnished of good pine or spruce plank, of the length, width, and thickness shown on the plan of the work; it shall be sound, free from cracks, shakes, and sap-wood, and driven to the depth and in the manner required.

When not otherwise ordered, it is to be drawn.

The plank shall be tongued and grooved, if necessary, to the width and depth shown. The plank shall be driven with the ram so as not to crack or split. Where sheet-piling is rendered necessary, and used only in prosecuting the work, no allowance will be made therefor, and it shall in all cases be drawn as the work progresses, unless otherwise ordered by the said commissioner, in which case the sheet-piling so ordered to be left in the trench will be measured and allowed for at the same rate as foundation plank.

Foundation timber.

25. (a) Foundation timber of good pine or spruce shall be furnished and laid, where required, all as shown on the plan of the work. The timber shall be sound and free from sap, without cracks or shakes, and squared to the dimensions required throughout its entire length. When placed upon piles it shall be treenailed to each pile with good seasoned oak or locust treenails of the length and size shown. Where bolts are required they shall be furnished of good wrought-iron, headed and sharpened when required, of the size and length shown on the said plans, with wrought-iron nuts and washers.

Treenails.

Bolts.

Plank.

Spikes.

(b.) Foundation plank of good pine or spruce shall be furnished and laid in the manner shown on the plan of the work. They shall be of the length, width, and thickness there shown, and treenailed as above stated, or spiked, as the engineer may select, to the foundation timbers with the best quality of wrought-iron nails, or spikes, of the size and length thereon specified, and at such points and in such numbers as may be designated.

(c) When it may be necessary to lay foundation boards or plank, they shall be of the kind and quality above described, and cut and laid in the manner designated.

*Pipe-sewers.*

Size of pipes.

26. Where required, vitrified glazed stoneware sewer and drain pipes shall be furnished and laid down, of the sizes and in the manner shown on the plan of the work and herein specified.

How designated.

27. (a) The pipes shall be designated by their interior diameters. Each pipe shall be a true cylinder, and shall have in every part an internal area equal to the full area due to its diameter.

Concentric.

(b) The inner and outer surfaces of each pipe shall be concentric. All straight pipes must be straight in the direction of the axis of the cylinder.

Thickness.

(c) All pipes, of a diameter of twelve inches and under shall in no part be less than six-eighths of an inch in thickness; those of fifteen inches and not under twelve shall in the same way be not less than one inch; and those of eighteen inches and not under fifteen not less than one and one-eighth inches.

Made of best materials and glazed.

(d) All pipes, of whatever kind, shall be made of the best material, thoroughly and perfectly burned, without warps, cracks, or imperfections, and shall be well and smoothly glazed in the best manner over their entire inner and outer surfaces; and they shall be of equal quality in every respect to the samples exhibited at the pipe-yards of this department.

Lengths.

(e) Each straight pipe, having no branch or connection, shall in no case be less than two feet and six inches in length.

(f) Each pipe having an opening molded into it for house connection, or branch of any size or kind, shall not be less than two nor more than three feet in length.

Pipe to be fitted with collar.

(g) Each pipe, of whatsoever kind, must be fitted with a sleeve or collar of the same character, cylindricity, and thickness, and not less than five inches in width, without extra charge therefor.

Size of collars.

(h) Each collar must have an internal diameter of not less than one-half nor more than one and one-half inches greater than the external diameter of the pipe to which it is to be fitted.

(c) When required, curved pipe shall be furnished and laid, curved to such a radius with the axis of the pipe as may be shown on the plan of the work, and no curved pipe shall exceed three feet in length.

(f) Pipes having six-inch spurs, with hubs molded thereon for house connections, shall be furnished and laid at such points as the commissioner of public works may designate, in front of each building on the line of the sewer, and where there are no buildings, opposite each lot front, at an average distance apart of seven and one-half feet, except at intersecting streets.) The spurs are to be closed with approved vitrified stone-ware covers, free of charge.

(k) Branch pipes and house-connection drains, wherever designated, shall be furnished and laid of the size and form, and at the points shown on the plan of the work, and closed with a bulkhead of brick not less than eight inches in thickness, when not immediately used, or an approved stone or stone-ware cover, free of charge. The house-connection drains, when required, are to be extended to a point two feet inside of the curbs, on a grade the same as that of the sewer.

(l) Bends, siphons, and special pipe shall, if required, be furnished and laid, of the sizes and forms shown on the plan of the work.

(m) In case the commissioner of public works shall elect to use hub and spigot pipe, they shall be furnished in all cases similar and equal in size, quality, and kind to those above described. The hub shall have a depth of at least three inches from its face to the shoulder of the pipe on which it is molded, and shall have an interior diameter not less than one nor more than two inches greater than the exterior diameter of the pipe which is to be fitted into it.

(n) In case the said commissioner shall choose to furnish the contractor with the necessary sewer, culvert, drain, and house-connection pipes, inverts, basin-heads, and gutter-stones, and man-hole frames and covers, they shall be in accordance with the following prices, viz :

For 6-inch straight pipe, per linear foot.....	30 cents.
For 12-inch straight pipe, per linear foot.....	90 cents.
For 12-inch curved pipe, per linear foot.....	130 cents.
For 12-inch straight pipe, with 6-inch spurs, per linear foot.....	140 cents.
For 15-inch straight pipe, per linear foot.....	140 cents.
For 15-inch curved pipe, per linear foot.....	190 cents.
For 15-inch straight pipe, with six-inch spurs, per linear foot.....	185 cents.
For 18-inch straight pipe, per linear foot.....	185 cents.
For 18-inch curved pipe, per linear foot.....	245 cents.
For 18-inch straight pipe, with six-inch spurs, per linear foot.....	270 cents.
For branches 12 inches by 12 inches, per linear foot.....	190 cents.
For branches 15 inches by 12 inches, per linear foot.....	240 cents.
For branches 15 inches by 15 inches, per linear foot.....	270 cents.
For branches 18 inches by 12 inches, per linear foot.....	320 cents.
For branches 18 inches by 16 inches, per linear foot.....	350 cents.
For branches 18 inches by 18 inches, per linear foot.....	380 cents.
For inverts, per linear foot.....	260 cents.
For each cast-iron man-hole frame and cover.....	2500 cents.

28. (a) All pipes are to be excavated for and laid true in line and grade throughout, according to the lines and grades furnished from time to time. The ends of the pipes shall abut against each other, and in such manner that there shall be no shoulder or unevenness of any kind along the bottom half of the sewers on the inside.

(b) Each joint, as the pipes are laid, is to be fitted with a collar or ring which shall lap equally the ends of such abutting pipe; the lower half of the said collar shall in all cases be whole and unbroken, and the upper half shall not be in more than two pieces; the space between the ring and the pipes is to be as uniform as possible, and to be thoroughly filled with the best hydraulic cement-mortar, made of equal parts of cement and clean, sharp sand, thoroughly mixed dry, and water enough afterward added to give it proper consistency, and in small quantities, and used as soon as made; the joint is to be carefully wiped and pointed inside and out, and all mortar that may be left inside to be thoroughly cleaned out, and the pipe left clean and smooth throughout. When required, strips of pine or spruce plank shall be furnished six inches wide, one and one-half inches thick, and two feet long, and laid transversely with the trench, one on either side the joint, and the pipe to rest thereon, and the price paid for foundation-plank will be allowed therefor.

Curved pipe.

Spur pipe, how often laid.

Covers.

Branch pipe.

Bends, &amp;c.

Hub and spigot pipe.

The department of public works to furnish pipe.

How laid.

Each joint to be fitted with a collar.

Joint to be wiped and pointed.

Foundation-strips of plank.



- How filled around. (c.) When the pipes are in place, earth shall be filled in in the manner provided in sections 10 to 13, inclusive, of these specifications. Every third pipe shall be filled around so as to prevent the moving of the joints.
- Pipe to be first fitted dry. (d.) All pipes, previously to their being lowered into the trench, shall be fitted together dry on the surface, and matched, so that when jointed in the trench they may form a true and smooth line of tubes; and in no case shall they be lowered into the trench until the same is done.
- Branch-pipe. (e.) All branch-pipe, connections, and pipe of whatsoever kind, shall be excavated for, fitted, and laid as above described.
- Hub and spigot pipe. (f.) When hub and spigot pipe are used, they shall be laid, fitted, and jointed evenly and smoothly, in the same manner as described above.
- No walking on pipe. (g.) No walking on or working over the pipe after they are laid (except as may be necessary in tamping the earth and refilling) will be allowed until there is at least thirty inches of earth over them.
- Pipe to be cleaned as laid. (h.) The interior of the pipe shall be carefully freed from all dirt, cement, and superfluous material of every description, as the work proceeds; for which purpose a disk mold or plate attached to a rod sufficiently long to pass two joints from the end of the pipe last laid shall be continuously worked through.
- Mouth of pipe to be protected. (i.) The mouth of the pipe shall be carefully protected from all blasts, and the excavation, in all cases, shall be fully completed at least twenty feet in advance of the laying of the pipe. In all cases, the mouth of the pipe shall be provided with a board or other stopper, carefully fitted to the pipe, to prevent all earth or other substance from washing in.
- (j.) When the trench is properly prepared for and before laying the pipe, the contractor must notify the engineer, who will thereupon direct an assistant or general superintendent to be present on the work when pipes are to be laid; and it is further expressly understood that at no other time will such laying be proceeded with.

## MAN-HOLES AND RECEIVING-BASINS.

- Man-hole of pipe-sewer. 29. (a.) Brick man-holes shall be built at such points on the line of the pipe-sewers as the commissioner of public works may direct, of the form, thickness, and in the manner shown on the plans of such work on file in the office of the said commissioner. The brick work will be carried up to within twelve inches of the arch of the established grade of the street at that point, and from templates correctly made and set at top and bottom, whence not less than eight lines are to be drawn. The work in all respects is to be of the quality described in section 14 of these specifications; the joints to be neatly struck and pointed on the inside.
- Quality of work. The foundations of these man-holes will be of stone masonry laid in cement, commencing not less than twelve inches below the line of the inner bottom of the sewer at that point. Sewer-pipes are to be built in and trimmed when necessary, so as to be flush with the inner face of the man-hole, and an arch turned over the same on a dry sand joint.
- Foundation. Wrought-iron rods of good quality, of the size, length, and shape required for steps, are to be built in where shown on said plan. Hammer-wrought bluestone are to be furnished and laid, of the form and thickness required, as shown on said plan.
- Steps built in. A cast-iron man-hole head and cover, free from imperfections, and thoroughly cleaned, and in dimensions, weight, and quality of iron, and in all respects similar to the pattern adopted and furnished by the commissioner of public works, and now exhibited at this office, is to be fitted to each of the above-described man-holes. And it is hereby expressly agreed that any imperfect man-hole head or cover which may be brought upon the work shall be immediately broken up by the inspector in charge.
- Bluestone. (b.) Brick man-holes shall be worked in the arch of the brick sewers, at such points in the line of the sewer as the said commissioner may direct, of the size, form, thickness, and in the manner shown on the plans of such work on file in the office of said commissioner, and brought up to within twelve inches of the arch of the established grade of the street at that point. The work in all respects to be of the quality above described. The man-hole is to be fitted with wrought-iron bars for steps, and cast-iron man-hole head and cover, as above described.
- Man-hole head and cover. (c.) The above-described man-holes, whether in brick or pipe sewers, are in all cases to be fully and completely built, and fitted with their
- Brick man-holes.

covers, as the work progresses, and as each is reached : and the sewers will not be allowed to be laid down beyond or in advance of any uncompleted man-hole.

30. Receiving-basins are to be built where shown on the plan of the work, or at such other places as the said commissioner shall, during the progress of the work, from time to time determine, and will be paid for at the prices specified in this contract. The basins are to be on the circular corners or side of the street, as the said commissioner shall direct, and shall be constructed in accordance with the drawing or model to be seen at the office of the said commissioner. Each portion of the basins shall be built of the size and materials designated on said drawing or model. Each basin is to have a granite gutter-stone and head-stone, sound and perfect throughout, free from all seams or imperfections, with blue-stone curb and gutter-stones adjoining, cut in accordance with the said drawing or pattern, and fitted with a cast-iron cover of the best quality, and of the weight, size, and shape shown in said drawing or pattern, and also a wrought-iron grate-bar, one inch in diameter, fastened solidly into the said head-stone, in the manner shown. The said gutter-stone and head-stone must be of Maine or Massachusetts granite, finely hammer-dressed, and similar to the sample at the pipe-yard, unless otherwise ordered by the said commissioner. A trap of hammer-wrought blue stone, of the size and dimensions shown on said drawing or model, is to be built in the basin in the manner therein shown. The whole to be built and laid in cement-mortar, as described in sections 16 and 17 of these specifications, and the joints carefully struck on the inside. In case the nature of the ground be such that, in the opinion of the engineer, timber or concrete ought to be substituted for the stone foundation, as shown in the said plan or model, the timber or concrete, as the case may be, shall be furnished and laid of the proper thickness and size, without additional charge by the said contractor.

Receiving-basins.

Gutter-stone and head-stone.

Cast-iron cover.

Grate-bar.

Trap.

Foundation to be substituted.

Culverts.

31. The culvert for the connection of the receiving-basin is to be fifteen-inch vitrified stoneware drain-pipe, of the kind and quality described in sections 26 and 27, and laid in the manner provided in section 28, and the trench refilled in the manner therein described, and shall be connected with the sewers or drain at an angle of forty-five degrees, and in a thorough and workmanlike manner, and when connected with the brick sewers the culvert-pipe shall not project inside the said sewers, but be trimmed flush with the curve and lines of the inner face thereof. In case the line of the sewers shall intersect any culverts now built, so much of said culverts as may, in the opinion of the engineer be necessary, shall be taken up and rebuilt or relaid with vitrified stoneware drain-pipe or brick, as the case may be, in the manner described above, to connect in a proper curve with said sewers, and the sum of two dollars per running foot will be allowed for the part so rebuilt or relaid.

Not to project inside the sewer.

Culvert to be rebuilt.

32. (a) The said commissioner shall have the right to connect any sewer or sewers with the sewers herein described, or to grant permits to any person or persons to make connections therewith, at any time before it is finally completed; and said contractor shall not interfere with or place obstructions in the way of such persons as may be employed in building such new sewer or sewers, or in making such connections; no extra allowance will be made to the said contractor on account thereof.

Permits for connections.

(b) In case the lines of the proposed work shall intersect with any sewer connections for which permits may have previously been granted by said commissioner, the same shall be extended to and reconnected with the new work as it progresses, in the manner and of the materials allowed by the said commissioner, under the rules and regulations relative to sewer connections, and at the expense of the contractor; but no new connections or drains will be allowed to be made or joined to the said sewer or sewers without a permit therefor has been duly issued by the said commissioner, and which permit shall be exhibited in all cases to the inspector in charge of the work.

Connections intersected to be made good by the contractor.

33. All the paving and macadamization stones necessary to be removed, together with all rock, earth, or sand taken from the trenches, shall be placed in such parts of the carriage-way, or the vicinity thereof, as the engineer in charge of the work shall direct; and in all cases a passage-way on the sidewalks, of not less than three feet in width, shall be preserved free from all obstructions, in the manner provided for in section 4 of these specifications. In the progress of the work the contractor

Paving &c.

- Carriage-way will be required to preserve from needless obstruction the carriage-way on one side of the line of proposed work, and also to afford the necessary facilities to the company or companies owning rail-tracks on the line of the work, or to their agents, in the preservation of the same from injury, either by removal or otherwise, without extra charge therefor.
- Rail-tracks. In case it be necessary to remove the said tracks, or any portion thereof, the said company or companies will be notified by the commissioner of public works to remove the same within a specified time; and the contractor shall not interfere with the said tracks, or any portion thereof, until the expiration of the time specified in said notice.
- Company to be notified. 34. The contractor will be required to preserve all stakes, street bounds, and bench-marks made or established on the line of the said work, until duly authorized by the engineer to remove the same.
- Contractor to preserve all stakes, &c. 35. (a.) The carriage-way on the line of the work to be regraded and repaved or remacadamized, and reconcreted, as the case may be, to the extent which the aforesaid work may render necessary. The said contractor will be required to reset all curb, gutter, bridge, and flag-stones which may have been displaced during the prosecution of the work under this agreement; and in case any of said stones shall have been broken, in consequence of any act or omission on the part of the said contractor or his agents, new stones, to be approved by said engineer, shall be furnished and set in place thereof, by said contractor, at his own expense, prior to the acceptance, by said commissioner, of the work aforesaid as completed.
- Regrading, repaving, &c. In repaving, the paving stones, for a width of not less than sixteen feet over and adjoining the line of the sewers shall be taken up and bedded endwise, in good, clean gravel, twelve inches in depth, or on the concrete, as the case may be, in a good and workmanlike manner. The repavement, after it has been examined and approved of by the engineer, to be covered with pure sand one inch in thickness and no more. Twelve days after the completion of the whole work the covering sand shall be swept into heaps and removed from the street; and should the inspector in charge have been withdrawn from the work by the said commissioner before the expiration of the said twelve days, and should the contractor neglect to remove the said sand as above required, the inspector will be replaced by the said commissioner, and so continued in charge at the full cost and expense of the contractor until the same is done. In remacadamizing and relaying the various kinds of wooden and concrete pavements, the same will be done in accordance with the specifications now issued for similar work by the department of public works.
- Width of paving. (b.) All the cross-gutters which may become unnecessary in consequence of the construction of any receiving-basins, under this agreement, are to be taken up, and the whole of the intersections between the cross-walks regraded in conformity with the grade of the street, and repaved in the manner before described.
- Inspector replaced. 36. The whole of the regrading and repaving, or remacadamizing and reconcreting is to be done to the satisfaction of the engineer, (which shall be determined by a certificate to that effect, signed by him, and filed in the office of the department of public works,) and the same kept in good repair for a period of six months from the date of the last said certificate.
- Engineer to certify. 37. During the progress of the work, and until the full completion thereof, the sewers, basins, culverts, and connections are to be kept thoroughly cleaned throughout, and left clean.
- Sewers, &c., to be kept clean. And upon the full completion of the work embraced in this agreement the contractor will be required to file in the office of the said commissioner a certificate signed by the engineer, to the effect that the stipulations relative to the removal of all surplus materials, earth, sand, rock, and rubbish from the line of the work, and relative to the cleaning of the sewers and appurtenances above named, have been faithfully complied with.
- Certificate to be filed by contractor. 38. All iron, water, and gas-pipes which it becomes necessary to remove, shall be considered as the property of the corporation, and left in such part of the street as the engineer may direct, unless notice to the contrary is given by the commissioner of public works, in writing, to the said contractor, in which case the same shall be removed or otherwise disposed of at the expense of said contractor.
- Water and gas pipes. 39. All loss or damage arising out of the nature of the work to be done under this agreement, or from any unforeseen or unusual obstructions or difficulties which may be encountered in the prosecution of the same, or from the action of the elements, to be sustained by the contractor aforesaid.
- Loss or damage.



Wherever the word "contractor" and the words "party of the second part," and the pronouns in place thereof are used in this contract, they are to be considered as referring to and meaning the party or parties (as the case may be) of the second part to this agreement. Word contract or.

(A) And the said party of the second part hereby further agrees that the said parties of the first part shall be, and they are hereby, authorized to retain out of the moneys payable to the said party of the second part, under this agreement, the certain sum of twenty cents for each linear foot of sewer, culvert, and drain constructed under this agreement, and to expend the same in the manner hereinafter provided for, in making such repairs to the carriage-way on the line of said sewer, culvert, and drain, as the said commissioner of public works may deem necessary. Moneys to be retained.

And it is further agreed that if, at any time during the period of six months from the date of the final completion of the sewer, culvert, and drain aforesaid, the carriage-way on the line of the same shall, in the opinion of the said commissioner, require regrading and repaving or remacadamizing and reconcreting, and the said commissioner shall notify the said party of the second part to make the repairs so required, and if the said party of the second part shall neglect to make such repairs to the satisfaction of the said commissioner within twenty-four hours from the date of the service of such notice, that then the said commissioner shall have the right to employ such other person or persons as he may deem proper to make the same, and to pay the expenses thereof out of the said certain sum retained for that purpose by the said parties of the first part as before mentioned. Repairs to paving, &c., neglected.

And the said party of the second part further agrees that he will purchase and receive from the said commissioner the whole of the sewer, drain, and culvert pipes, inverts, house-connection pipe, and man-hole frames and covers required for the construction of the work herein described, and that he will not sell or otherwise dispose of the said pipes, or any of them, so purchased by him, but will use the same exclusively in the construction of the work last aforesaid; he further agrees that he will pay for the said pipes at the prices specified in section twenty-four, paragraph (n), of this agreement, in current funds, at the time or times they may be ordered by him; and he further agrees that he will be at all charges for loading said pipes at the yards of the said commissioner, and of hauling the same to the line of the proposed work. Pipes to be purchased of the commissioner.

And the parties of the first part hereby agree, upon the expiration of the said period of six months, provided that the said carriage-way shall at that time be in good order, which fact shall be determined by a certificate to that effect, signed by the engineer in charge, to pay to the said party of the second part the whole or such part of the sum last aforesaid as may remain after the expenses of making the said repairs in the manner aforesaid shall have been paid therefrom. Payment to be made after six months.

(B.) And the said party of the second part hereby covenants and agrees that he will not sell, or permit to be removed from the line of the work, before the trench shall have been refilled, any building-sand or earth thrown up, except upon the written permission of said commissioner, and then only so much as shall remain after reserving a sufficient quantity to refill the trench and complete the paving; but that he will in all cases refill the trench with the same materials thrown out, provided it be good sand, gravel, or earth; but if it be unsuitable, consisting of rock, blasting-stones, or mud, that then the same shall be removed from the ground, and good clean earth procured and used for refilling the trench, and sand of proper quality and depth spread on the surface, to receive the repavement. No sand to be removed until trench is refilled.

(C.) The said party of the second part further agrees that the return of the engineer, to be appointed by the commissioner of public works to survey the work, shall be the account by which the amount of materials furnished and work done shall be computed; and that the certificate of the inspectors appointed to take charge of said work, that the same has been faithfully performed in accordance with the requirements of this contract, filed with the said commissioner, shall be a condition precedent to the right of the said party of the second part to payment for work done by him under this agreement, or any part thereof; and that he shall not be entitled to demand or receive payment for any work upon, in, or about the said work, as extra work, unless ordered in writing, by the commissioner of public works, to do the same as extra work, and a price therefor agreed upon previously to its commencement. Returns of the engineer.

Extra work.

Commence-  
ment.

(D.) The said party of the second part hereby further agrees that he will commence the aforesaid work on such day as said commissioner may designate, and progress therewith, so as to complete the same in accordance with this agreement, on or before the expiration of        days

Time of com-  
pletion.

next thereafter, except where rock-excavation be necessary, in which case the time hereinbefore stipulated for the completion of the work shall be extended at the rate of one day for each fifteen cubic yards of rock excavated and removed, and returned by the engineer aforesaid, in accordance with the measurement of rock allowed under this agreement; Sundays, holidays, and such other days on which the prosecution of the whole of the work in accordance with the provisions of this agreement is suspended, to be excepted; and that the said stipulated time, together with the time which may be allowed for rock-excavation, shall be compared with the aggregate time of such inspectors as may be employed on the work, and not construed to mean consecutive days,

Penalty for  
non-completion.

(E.) And the said party of the second part hereby further agrees that the said parties of the first part shall be, and they are hereby, authorized to deduct and retain, out of the moneys which may be due or become due to the said party of the second part under this agreement, as a penalty for the non-completion of the work aforesaid within the time hereinbefore stipulated for its completion, the sum which shall accrue and become due for the inspectors' wages, for each and every day the aggregate time of all the inspectors employed upon said work may exceed the said stipulated time for its completion.

A abandonment  
or delay.

(F.) The said party of the second part further agrees that if the work under this agreement shall be abandoned, or if at any time the said commissioner shall be of opinion, and shall so certify in writing, that the said work, or any part thereof, is unnecessarily delayed, or that the said contractor is willfully violating any of the conditions or covenants of this contract, or executing the same in bad faith, he shall have the power to notify the aforesaid contractor to discontinue all work under this contract, or any part thereof; and thereupon the said contractor shall cease to continue said work, or said part thereof, and the said commissioner shall thereupon have the power to place such and so many persons as he may deem advisable, by contract or otherwise, to work at and to complete the work herein described, or any part thereof, and to use such materials as he may find upon the line of said work, or to procure other materials for the completion of the same, and to charge the expense of said labor and materials to the aforesaid contractor; and the expense so charged shall be deducted and paid by the parties of the first part out of such moneys as may be then due, or may at any time thereafter grow due, to the said contractor under and by virtue of this agreement, or any part thereof; and, in case such expense is less than the sum which would have been payable under this contract if the same had been completed by said contractor, he shall be entitled to receive the difference, and in case such expense shall exceed the last said sum, he shall pay the amount of such excess to the parties of the first part on the notice from the said commissioner of the excess so due.

Personal atten-  
tion.

(G.) And the said party of the second part hereby further agrees that he will give his personal attention constantly to the faithful prosecution of the said work; that he will not assign or sublet the aforesaid work, but will keep the same under his own control; and that he will punctually pay the workmen who shall be employed on the aforesaid work, and in cash current; not in what is denominated store-pay; and that he will furnish the said commissioner of public works with satisfactory evidence that all persons who have done work or furnished materials under this agreement, or who may have received or sustained any damage or injury through or by reason of any act or omission, carelessness, or want of skill on the part of the said contractor or his agents in the prosecution of the work aforesaid, and who may have given written notice to the said commissioner before or within ten days after the completion of the work aforesaid, that any balance of such work or materials, or compensation for such injury or damage, is still due and unpaid; have been fully paid or secured therefor.

Damage.

And in case such evidence be not furnished as aforesaid, such amount as may be necessary to meet the claims of the persons aforesaid shall be retained from the moneys due the said party of the second part, under this agreement, until the liabilities aforesaid shall be fully discharged or such notice withdrawn.

(H) The said party of the second part hereby further agrees to sustain, by timbers and sufficient chains, all the main and service water-pipes which may be affected in any manner by the work under this agreement, in their places, without injury; or, failing to do so, the said commissioner shall be, and he is hereby, authorized to replace them, and recalk and repair the same immediately, in each block, as the work progresses, and the cost thereof shall be charged to the said party of the second part; and the cost so charged to the said party of the second part shall be paid to the said commissioner by him before the work to be done under this agreement shall be accepted as completed; and the said party of the second part hereby further agrees, in each and every respect, to conform to the provisions of the "Ordinance relative to the construction of sewers in streets where water-pipes are laid," approved by the mayor on the 4th of October, 1844; and that the same shall be considered a part of this agreement.

Water-pipes to be sustained.

(I) And the said party of the second part further agrees to do everything necessary to support and sustain the gas-pipes laid in or across said streets, which may be liable to injury from digging the trenches for the work hereinbefore mentioned, and to have a sufficient quantity of timber and plank constantly on the ground, and to use the same as required, for bracing and sheet-piling the sides of the excavation; also to erect and keep erect a fence or railing across the sides of the excavation, and place sufficient lights on or near the work, and keep them burning from twilight until sunrise.

Gas-pipes.

Lights.

And the said party of the second part further agrees to give notice in writing at least twenty-four hours before breaking ground, for the purpose of constructing the work hereinbefore mentioned, to such and all such gas companies as have or may during the progress of the work have any gas-pipes which may be affected by such excavations as may become necessary.

Notice to gas companies.

And it is further agreed that the said party of the second part shall not cause any hindrance to or interference with any such gas company or companies in protecting their said pipes, nor in removing or otherwise protecting and replacing the main and service pipes, lamp-posts, and lamps, where necessary; but that the said party of the second part will suffer the said company or companies to take all such measures as may become necessary for the purpose aforesaid.

And it is hereby further agreed that in case any damage or injury shall or may result to said pipes, lamp-posts, lamps, and other works of any gas company, through or by reason of any negligence, carelessness, or want of skill on the part of the said party of the second part, the said party of the second part shall become liable to pay such amount as shall or may be sufficient to cover the expense and damage occasioned by such negligence, carelessness, or unskillfulness; and such amount shall be charged against the said party of the second part, and may be deducted from any sum or sums due or payable to said party of the second part on account of this contract.

Penalty of damage to gas pipes.

(K) And the said party of the second part further agrees that he will indemnify and save harmless the parties of the first part from all suits or actions of every name and description brought against them for or on account of any injuries or damages received or sustained by any party or parties by or from the said party of the second part, his servants or agents, in the construction of said work, or by or in consequence of any negligence in guarding the same, or any improper materials used in its construction, or by or on account of any act or omission of the said party of the second part, or his agents; and the said party of the second part hereby further agrees that the whole or so much of the moneys due to him under and by virtue of this agreement as shall or may be considered necessary by the commissioner of public works, shall or may be retained by the said parties of the first part until all such suits or claims for damages as aforesaid shall have been settled, and evidence to that effect furnished to the satisfaction of the said commissioner.

Suits and

(L) And the said party of the second part further agrees that he will employ only competent, skillful, and faithful men to do the work, and he further agrees that whenever the engineer shall inform him in writing that any man on the work is, in his opinion, incompetent or unfaithful, he will discharge him from the work, and will not again employ him on it.

Incompetent men to be discharged.

And the said party of the second part hereby further agrees to receive the following prices as full compensation for furnishing all the materials



and labor in building and constructing, and in all respects completing, the aforesaid work and appurtenances in the manner before specified, to wit:

Prices.

For building  
sewers &c.

For furnishing the materials and building the sewer, and including all the foundation-plank; also all the excavation, whether hardpan, quicksand, caves, bowlders, or otherwise; also all embankment for foundation or covering, or elsewhere; also all plank used for sheet-piling, or any timber used for supporting the banks or sides of the excavation; also the repairs to the water-pipes and gas-pipes; also the filling in and ramming the earth around and over the sewer and appurtenances: the removal and disposal of all rock, rubbish, or surplus earth dug out of the trenches; the taking up and removing the paving-stones, and the earth and sand from the trenches, to such part of the street or vicinity as may be directed by the engineer; also all the relaying of curb, gutter, concrete and paving-stones, rendered necessary by the construction of the work, the filling up and repaving of the cross-gutters; also the furnishing of earth or sand for refilling the trenches, in case of deficiency; also the preparation of the bottom, where rock has been blasted out; also all pumping and bailing rendered necessary by the character of the work; also the cleaning out of the sewers, basins, culverts, and connections, and the removal of all rubbish immediately after the completion of each section, as hereinbefore provided; also all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the same; including also the furnishing of all the necessary materials and labor, and the performance of the whole of the work mentioned in the specifications, (excepting only such parts of the work for which a specific price is herein named,) and also all expenses incurred by or in consequence of the suspension or discontinuance of said work as before specified, or of a faithful compliance with each and every of the requirements of this agreement, and for well and faithfully completing the same, and the whole thereof, in the manner herein before specified, to wit:

For sewer, class I, per linear foot, the sum of. ....

For sewer, class II, per linear foot, the sum of .....

For culvert, per linear foot, the sum of ———.

For each receiving-basin complete, the sum of ———.

For each pile furnished and driven, the sum of ———.

For furnishing and laying the foundation plank and timber, where directed, the sum of thirty dollars will be allowed for each one thousand feet board measure.

Extra concreting.

For concrete made, as described in these specifications, and laid where directed, the sum of \$5 per cubic yard will be allowed, excepting where such concrete is shown on the plan, as part of the section of the sewer, in which case it is to be considered as belonging to and a part of the sewer.

Paid for rock.

For rock-excavation, where drilling and blasting is necessary, the sum of four dollars per cubic yard, and for excavating the same without blasting, when so directed by said commissioner, to prevent injury to the main water-pipes, the sum of five dollars per cubic yard, in each case the measurement to be as hereinbefore specified; these prices to include the removal of the rock excavated from the line of the work. No soft or disintegrated rock, which may be removed with a pick, and no bowlders or loose rock in rock fillings, or rock on the exterior of the lines of said measurement which may have been previously loosened in excavating trenches for water-pipes or other purposes, to be measured or allowed for as rock.

And the said party of the second part further agrees that he shall not be entitled to demand or receive payment for any portion of the aforesaid work or materials until the same shall have been fully completed in the manner set forth in this agreement, and such completion duly cer-

tified by the engineer and by the inspector in charge of the work, and by the inspector appointed by the said commissioner to examine the interior of the same, and each and every of the stipulations hereinbefore mentioned are complied with; and such completion, duly certified by the inspectors employed on the work, and by the water-purveyor or other officer designated by the commissioner of public works, whereupon the parties of the first part, under section 4 of chap. 580, Laws of 1872, will pay, and hereby bind themselves and their successors to pay to the said party of the second part, in cash, or in five-year assessment bonds, bearing interest at the rate of seven per cent. per annum, at the option of the comptroller, within thirty days from the time of completion and acceptance of the work by the commissioner of public works, the whole amount of money accruing to the said party of the second part, under this contract, excepting such sum or sums as may be lawfully retained under any of the provisions hereinbefore contained for that purpose; but in case the amount payable under this contract be five thousand dollars, or over, payments will be made to the said party of the second part by monthly installments of seventy per cent. on the amount of work performed under and in accordance with the provisions and stipulations of this agreement, in conformity with and subject to the terms and conditions of an ordinance of the mayor, aldermen, and commonalty of the city of New York, passed December 30, 1854, entitled, "An ordinance to authorize the issue of bonds upon contracts, payable by assessments, in pursuance of the act of the legislature, passed April 16, 1852," as amended March 8, 1861, excepting such sum or sums as may be lawfully retained under any of the provisions of this agreement; provided, that nothing herein contained be construed to affect the right hereby reserved of the said commissioner to reject the whole or any portion of the aforesaid work, should the said certificates be found or known to be inconsistent with the terms of this agreement, or otherwise improperly given.

In witness whereof, the parties to these presents have hereunto set their hands and seals the day and year first above written.

For the mayor, aldermen, and commonalty of the city of New York.

\_\_\_\_\_  
Commissioner of Public Works.

\_\_\_\_\_  
Contractor.

Signed and sealed in presence of—

Know all men by these presents, that we \_\_\_\_\_, of the city of New York, are held and firmly bound unto the mayor, aldermen, and commonalty of the said city in the sum of fifty thousand dollars, lawful money of the United States of America, to be paid to the said mayor, aldermen, and commonalty, or their certain attorney, successors, or assigns, for which payment well and truly to be made we, and each of us, do bind ourselves and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents.

Sealed with our seals. Dated this — day of \_\_\_\_\_, one thousand eight hundred and seventy-three.

Whereas the above-bounded \_\_\_\_\_, by instrument in writing, under hand and seal, bearing even date with these presents, contracted with the said mayor, aldermen, and commonalty, to furnish all the materials and labor, exacted for, build, construct, and in all respects complete, in the manner, on the conditions, and for the considerations in the annexed and preceding contract mentioned and contained, sewers in Ninety-fifth and Ninety-eighth streets, between First and Third avenues, and in First avenue, between Ninety-fifth and One Hundredth streets, with branches:

Now, therefore, the condition of the above obligation is such, that if the said \_\_\_\_\_ shall well and truly, and in good, sufficient, and workmanlike manner, perform the work mentioned in the aforesaid contract, and complete the same in accordance with the terms and provisions therein stipulated, and in each and every respect comply with the conditions therein contained, then this obligation to be void, or else to remain in full force and virtue.

\_\_\_\_\_  
Signed and sealed in presence of—

## STATE OF NEW YORK, CITY AND COUNTY OF NEW YORK, ss :

I, \_\_\_\_\_, of said city, being duly sworn, do depose and say, that I am a freeholder in the city of New York, and reside at number \_\_\_\_\_ street, in said city, and that I am worth the sum of fifty thousand dollars over and above all my debts and liabilities, including my liabilities as bail, surety, or otherwise, and over and above all my property which is exempt by law from execution.

Subscribed and sworn this \_\_\_\_\_ day of \_\_\_\_\_, 187—, before me,

\_\_\_\_\_  
Notary Public.

## STATE OF NEW YORK, CITY AND COUNTY OF NEW YORK, ss :

I, \_\_\_\_\_, of said city, being duly sworn, do depose and say, that I am a freeholder in the city of New York, and reside at number \_\_\_\_\_ street, in said city, and that I am worth the sum of fifty thousand dollars over and above all my debts and liabilities, including my liabilities as bail, surety, or otherwise, and over and above all my property which is exempt by law from execution.

Subscribed and sworn this \_\_\_\_\_ day of \_\_\_\_\_, 187—, before me,

\_\_\_\_\_  
Notary Public.

## PAYMENTS.

Date.	Voucher.	Amount.

[Indorsement.]

No. —.

Contract for sewers in Ninety-fifth and Ninety-eighth streets, between First and Third avenues, and in First avenue, between Ninety-fifth and One Hundredth streets, with branches.

Dated \_\_\_\_\_, 187 .

Assigned to \_\_\_\_\_.

Approved as to form.

\_\_\_\_\_  
Contractor.

Examined and found correct.

\_\_\_\_\_  
Counsel to the Corporation.

Entered in the comptroller's office, \_\_\_\_\_, 187 .

\_\_\_\_\_  
First Assistant Book-keeper.

NOTE.—After having read the prices of sewers in New York City, the governor stated as follows: I will call attention to the fact that the department of public works in New York charge contractors, as I have read, 30 cents for six-inch pipe, the same pipe we charge 17 cents for. For twelve-inch pipe they charge 90 cents, for which we only charge 65 cents. The same ratio is preserved throughout.

By the CHAIRMAN:

Q. Are these prices the present prices?—A. Yes, sir; the prices during 1872 and 1873.

Q. State the circumstances under which the prices of wood-fence was fixed by the board, and what knowledge you have of the connection of Francis H. Smith with the contract.—A. It was deemed necessary by



the board to inclose all the little grass-parks which, under the improvements, were formed on the different streets and avenues of the city, and it was a question with the board what kind of fence we should put up. We advertised for proposals for a two-rail fence, two by three, the prices of which varied from 30 to 70 cents a foot; but the fence was considered too clumsy. This man Colton, whom I have known for some time as an industrious, energetic fellow, came to me one day, and said that he would like to do some fence for the board, and would get up a style of fence, and submit it for the inspection of the board; which he did. He said previously that Mr. Smith would furnish him the capital, and give him all the help necessary to carry out the contract. I have here an abstract of the whole proceedings, and, if the committee choose, I will put it into the record. It is from the records of the board.

The abstract was submitted, and read as follows:

*H. F. Colton, pages 603 and 612, printed evidence.*

April 3, 1873: Proposed to put up fences on Third and other streets, at 50 cents per foot. L. R., A-73, No. 3388, file.

July 10, 1873: Directed to put up fence on sundry streets, at 40 cents per foot. L. R., B-73, No. 5761; C. L. B., vol. 4, 1873, page 887.

August 15, 1873: F. H. Smith filed power of attorney from H. V. Colton to collect and receive from the board of public works any and all money due or to become due him during the year 1-73, for the construction of fence, or on any other account whatever. L. R., 3-73, No. 8364; referred to auditor September 16.

September 10, 1-73, F. H. Smith states that he has received a large supply of cypress lumber, and asks that some additional streets be assigned Mr. Colton to build fences. L. R., 3-73, No. 8590.

September 10, 1873: F. H. Smith requested that 45 cents per foot be allowed for the fence constructed by Mr. Colton with round rail. September 15: Mr. Smith notified that the price fixed for the fence constructed by Colton was 40 cents per foot, and that no increase would be made. L. R., 3-73, No. 8592; C. L. B., vol. 7-73, page 632.

September 15, 1873: Contract with Colton for two-rail fence on sundry streets. C. L. B. 7-73, p. 587.

September 16, 1873: F. H. Smith requests that an order be given for construction of wooden fences along center parks in New York avenue from Ninth to Fourteenth streets, and Pennsylvania avenue east, at 50 cents per foot. September 22: Auditor directed to allow Colton 50 cents per foot for these fences: all others 40 cents. L. R. 3, 1873, No. 8845; C. L. B., vol. 7, 1873, p. 877.

January 6, 1874: Power of attorney to F. H. Smith to collect and receive any money due him for work and material from board of public works, to be irrevocable until March 1, 1874, and to continue in force until such time thereafter as he may not otherwise order, in consideration of money advanced. L. R. 1, 1874. No. 314; January 9, referred to auditor.

No contract for tree-boxes.

Washington, D. C., 1874. Colton, H. V., 603, 612.

As to construction of himself with F. H. Smith in tree-box contracts, on what estimate were these contracts let?

Has the board any papers showing Colton, H. V., with relations in the matter—power of attorney or the like?

The original documents of the board show that, on the 30th of April 1873, this proposal was received:

WASHINGTON, D. C., April 30, 1873.

SIR: I propose to furnish and put up, for parks on Third street west, above F, and such other streets as you may designate, as follows: For front of park, similar in style to that opposite house of F. H. Smith, 520 Third street, except that there shall be three wires instead of two. Posts, corners, 4 by 4 inches, 4 feet long; middle posts 3 by 4 inches, same length; rails 2 by 2 inches, secured firmly by mortise; all woodwork to be best Carolina pine, dressed, and painted two coats; posts set in the ground 18 inches; three galvanized No. 3 wires to be used; price 50 cents per linear foot of fence.

*Lateral fence, for division of parks.*

Three by three inch posts,  $3\frac{1}{4}$  feet long, Carolina pine, dressed and painted;  $1\frac{1}{4}$  feet in the ground; two wires, No. 3, galvanized; price 20 cents per linear foot of fence.

H. V. COLTON,  
59 H Street, northwest.

A. R. SHEPHERD, Esq.,  
*Vice-President Board of Public Works.*

I have gone over the estimates for the above with Mr. Colton, and am satisfied they are as low as the fence can be made and the work thoroughly done.

FRANCIS H. SMITH,  
520 Third Street.

[Indorsement.]

No. 3388 (B. of P. W., vol. 1.) 1873. Washington, D. C., April 30, 1873. Colvin, H. V., 59 H street, N. W. Proposal to furnish and put up for parks on Third street west, above F and other streets, posts, rails, and wires, as described. Price 50 cents per linear foot of fence. Lateral fences at 20 cents. Estimates approved by F. H. Smith.

BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA,  
*Washington, May 3, 1873.*

Respectfully referred to A. Cluss, esq., engineer in charge.

Mr. Shepherd thinks well of these and will order some. He desires you to report your opinion, and also to examine them and see if the cap of the post cannot be improved.

By order of the board :

EDWARD JOHNSON,  
*Chief Clerk.*

An estimate of this fence foots up as follows :

[Sketch of fence.]

There is required for a panel 6 feet long :

1 post 5' long, 3" by 4" dressed, &c., at 6 cents .....	\$0 30
6 linear feet of bar 2" by 2" at 5 cents .....	30
Digging a hole and setting a post .....	25
A mortise through post, &c. ....	30
12 feet of $\frac{5}{16}$ th wire, at 5 cents .....	60
Painting in 3 coats .....	50
	<hr/>
	2 25
10 per cent. contingent .....	23
	<hr/>
	2 48

Which makes 42 cents per linear foot.

I recommend that an experiment be made at once, extending through a sufficient length of a street, and when successful, then to go on on a larger scale.

ADOLPH CLUSS.

14-5-73.

The inclosed space on New York avenue would, in my opinion, be a fit place for the test.

A. C.

Upon that this party was authorized to go on and fit up that street.

By the CHAIRMAN :

Q. Mr. Cluss was then your engineer?—A. Yes, sir; it was referred to him to report as to the price. I will state, however, in regard to that that upon consultation it was found best to do away with the wires, as the boys would get on them with their feet and bend and swing them down so as to destroy their straight outline and make it an ugly-looking fence. Instead of that they did away with two wires and put in a neat round bar, strong enough to support a boy if he got on it, without breaking it and without springing it. On the 3d of July, 1873, there was an additional proposition from Mr. Colton :

WASHINGTON, D. C., July 3, 1873.

DEAR SIR: I propose to furnish and put up complete, of best material, fence similar to that on New York avenue, west of Ninth street, or any other portion of equal cost, in front of parking which is completed, or as the same may be completed, at the rate of 40 cents per linear foot, payable as the same may be accepted by the board, viz. in front of all parks for which no provision has been made for stone coping or iron or other fence, or which may not be excepted by the board, on the following streets and avenues: East Capitol, North Capitol, New York avenue, Massachusetts avenue, G, H, K, and L streets, northwest, Fourth, Eighth, Tenth, Eleventh, Twelfth, Thirteenth, Fifteenth, Sixteenth, Nineteenth, Twentieth, Twenty-first, and Twenty-second streets west.

Very respectfully,

H. V. COLTON,  
59 H Street,  
Per S. H. T.

A. R. SHEPHERD, Esq.,  
*Vice President Board Public Works.*

CUNNINGHAM: Select streets where this is most needed.

A. R. S.

[Indorsement.]

No. 5604 (Board of Public Works, vol. 2,) 1873. Washington, D. C., July 3, 1873. Colton, H. V., 59 H street. Proposal to furnish, and put up complete, fence similar to that on New York avenue, west of Ninth, at forty cents per linear foot, giving a list of streets. C. L. B., volume 4, 1873, p. 888.

BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA,  
*Washington, July 3, 1873.*

Respectfully referred to Mr. Cunningham, who will select streets where this is most needed.

By order of the board:  
O. K.

CHAS. S. JOHNSON,  
*Assistant Secretary.*

Respectfully returned, with recommendation that Massachusetts avenue, from Fourteenth to Ninth, on north side, and from Eleventh to Ninth on south side; New York, from Seventh to First street, northwest, on both sides; Twentieth, Twenty-first, and Twenty-second streets, from Pennsylvania avenue to F street, northwest, is about all that a e in need of fencing.

CHAS. W. CUNNINGHAM,  
*Inspector.*

JULY 7.

Give order for this also: Sixteenth street, from L to R street.

Is this Sixteenth street from S to R, or L to R, streets? I am not quite sure which is intended.

C. S. J.

L to R street.

That is the history of the fence question.

By the CHAIRMAN:

Q. State your knowledge of the character of the bricks used in the B-street sewer; whether at any time you inspected the same?—A. I carefully inspected those bricks every day, for it was a sewer in which I felt a special interest, as the filling up of the canal and the building of a sewer alongside of it was one of the prominent features in the last investigation. Of course, as the executive officer of the board, I felt a special interest in having the work thoroughly done, so that the plan which we had adopted of getting rid of the old pest, the canal, and putting a sewer alongside of it, would be a successful experiment. I went daily along the work, sometimes with the engineer and sometimes with other members of the board. The bricks that were used, in some cases, were of a light color. I suppose I have broken hundreds of them, but on breaking them I found that inside they were good red brick—solid brick; and the fact that the sewer stands to-day, after having been in operation for two or three years, and after it has been inspected by



persons in the employ of the board by going in and through it, is good evidence that the work was well done.

Q. State the facts in regard to the Seventh-street and Bladensburg road.—A. The Bladensburg road I knew very little about, as it was a matter which did not come under my special notice. But I was importuned by Colonel Rives, and a great many persons living on the line of the road, Mr. Clark Mills and others, in regard to the condition of it. I ordered that a plan and profile should be prepared, and that an advertisement should be inserted calling for bids for the improvement of this road. We received bids, and awarded the work to Mr. Crowley, who was the lowest bidder. After he had done some \$4,000 or \$5,000 worth of work, a measurement was made, and he was paid some \$4,000; and the day on which he was paid it I was at the office late in the afternoon, and word was sent to the office that there was a great crowd of laborers at the Herndon House, at the corner of Ninth and F streets, who had been defrauded of their pay, and that there were fears of a riot. I got Colonel Magruder, who was treasurer of the board, to go there. The statement was that this man Crowley had attempted to cheat his laborers—got drunk, or something of that kind. Colonel Magruder went up and saw him, and, by dint of moral suasion and a little force, got from him the money which he had not spent, which was some two thousand dollars, I think; I do not recollect the exact amount. He brought it down, and it was paid out to the laborers, and the balance has not been paid to this day. We tried again. We offered the work to Mr. McNamara, and I think one or two other parties. We offered it to a man named Davenport, at board rates. Every one refused to undertake it. As the season was getting late, and as the people living along the line of the road were very importunate, we engaged Mr. Vanderberg to do the work at an advance upon board rates, the lowest price at which it was possible to get it done at that time. It was simply done by him as a matter of accommodation to the board, he having no desire to do it, as he could work to far greater advantage in the city. The work was done, and I inspected it the day it was finished. It was completed in 45 working days; was a very excellent job. I went over the road the day it was finished, and I have never seen a road in better condition. I have not been over it since, but I understand from parties who have been over it that the road is in very good condition, excepting some little holes washed in it by the rains of this season.

In regard to the Seventh-street road, I am thoroughly familiar with it. It is the great thoroughfare leading from Montgomery County, and all the region north, into the city of Washington. It was held by a turnpike company for many years, who did nothing to it except to collect tolls. It was in a horrible condition when the board of public works came into power. In some places the road was not over 15 feet wide, with ravines on each side of from 30 to 40 feet in depth. My wife and family were riding out one day, and the horse shied and threw them over the bank, some 12 feet. Fortunately no one was hurt. But the road was shunned by everybody. Instead of being a turnpike, it was a shun-pike. It was determined by the board to improve this road. An estimate of the cost was submitted at \$25,000. It was found that that amount would not begin to do the work. Work was gone on with, the grade carried out, and a magnificent road made of it. It is one of the finest roads in the country. I rode on it last week. With the exception of some few holes where the rain had settled, it is in elegant condition. Five hundred dollars

will put it in condition equal to any road in the United States of America. It is about five miles long, and sixty to sixty-six feet wide.

By the CHAIRMAN :

Q. Do you know the cost of that road ?—A. I think the cost was one hundred and forty to one hundred and fifty thousand dollars.

Q. About thirty thousand dollars to the mile ?—A. Yes, sir.

Q. Or graveled ?—A. It is graveled all the way, and macadamized 12 feet in the center all the way out—macadamized 12 inches deep.

Q. Macadamized and graveled the whole width, 66 feet ?—A. No, sir ; it is macadamized 12 or 15 feet in the center, and graveled on the sides.

Q. That is, the full width of 66 feet ?—A. Over to the gutters. There are gutters formed on each side to prevent washing. I suppose the width of the road is about 55 or 56 feet.

By Mr. HUBBELL :

Q. That is the one that leads to the Schutzen Park ?—A. Yes, sir. The lower part of that road was graveled with excellent gravel. In the upper part the gravel was the best that could be had, but not as good as the lower part. There are only two bad places in it ; one about half way out, and the other about two-thirds of the way out.

By the CHAIRMAN :

Q. Was that road built by contract or by day's work ?—A. That work was built by day's work, except the macadamizing ; this was done by contract.

Q. I will ask you this question : It is said that it was very improvidently done. I think some of the people living on the line of the road have been before us, and testified that it was very improvidently managed.—A. There were two parties living on the road who testified, and who I think would have been dissatisfied with anything that would have been done. They were dissatisfied with any and all improvements at all.

Q. What do you think about it yourself ?—A. I think that work was done as cheaply as it was possible to do work of that kind.

Q. State the action of the board in regard to the treating of wooden pavements and the laying of the concrete pavement.

The witness submitted and read the following, as an answer to the question.

Advertisements for sealed proposals for the preservation of wooden pavement blocks, by any or all of the different methods used for treatment of wood, was published February 9, 1872, in the dailies—Chronicle, Star, and Republican—of this city, and Philadelphia Press, Boston Journal, and New York Times. Journal A, 1872, p. 60.

February 20, 1872 : Proposals for preservation of wood for wooden pavements were opened by the vice-president. Journal A, 1872, p. 75.

On the same date the advisory board of engineers was requested to be present at a meeting of the board on Friday, 23d instant, at 1 o'clock p. m., to consider the different methods of preserving wood. Journal A, 1872, p. 76.

February 23, 1872 : The board met at half past 1 p. m. Present : Governor Cooke, Messrs. Shepherd, Magruder, and Brown ; of the advisory board, Generals Humphreys and Barnes.

The members of the advisory board were present, by request, for the purpose of considering, in connection with the board, the proposals for preserving wood for wooden pavements, which were opened on the 20th instant.

The following bidders were represented, viz : C. G. Waterbury, by James G. Adams ; De Golyer & McClelland, by Nickerson & McClelland ; A. B. Tripler, not represented ; Detwilder & Van Gilder, not represented ; J. E. Dexter, not represented ; Charles L. Colt, not represented ; John G. Moore, by John G. Moore ; W. T. Pelton, by W. T. Pelton ; E. W. Trunde, not represented ; Sigismund Beer, not represented.

Addresses were made relative to the merits of the several processes.

Upon the recommendation of the members of the advisory board, the parties representing the bidders were requested to furnish samples of wood prepared by their res-

spective processes, with a view of having a practical examination made of their relative merits. After which the members of the advisory board withdrew. Journal A, 1872, p. 78.

February 29: General J. K. Barnes was advised that samples of wood preserved by different processes were ready for the test proposed by him, and he was requested to designate some person to make the chemical analysis. Journal A, 1872, p. 87.

March 1: Dr. B. F. Craig, chemist, Army Medical Museum, was informed that Surgeon-General Barnes had designated him to make the chemical analysis of specimens of preserved wood, which specimens, fifteen in number, were forwarded to him. Journal A, 1872, p. 89.

The original papers, relative to the various methods of preserving wood—samples of which have been forwarded—were transmitted to Dr. B. F. Craig, U. S. A., for his information, the same to be returned to this office for file. Journal A, 1872, p. 98.

May 9.—The able, comprehensive, and exhaustive report on the different processes of preserving wood was received from Gen. J. K. Barnes, and the thanks of the board were returned for the same. (Journal A, 1872, p. 207.)

May 10.—John O. Evans was awarded a contract for paving Pennsylvania avenue from Eighteenth street to Rock Creek, and on Aqueduct and Bridge streets, Georgetown, to High street, with the Ballard or iron-wood pavement; blocks to be 5½ inches deep, and to be treated by the "Seely process," at \$3.50 per square yard complete. (Journal A, 1872, p. 213.)

May 13.—The advisory board of engineers was requested to meet with the board on the 15th instant at 2 o'clock p. m. (Journal A, 1872, p. 218.)

May 15.—Generals Barnes, Meigs, and Babcock, of the advisory board of engineers, were present by appointment for the purpose of considering the report of Doctors Craig and Tilden upon the specimens of preserved wood submitted to them for chemical analysis, for report of the advisory board of engineers. (See p. 226 Journal A, 1872.)

The WITNESS. I will state that the advisory board consisted of General Humphreys, Chief Engineer of the Army, General Meigs, Quartermaster-General, the engineer officer who built this building, and General Barnes, Surgeon-General, and General Babcock. All these different samples were submitted to two chemists in the employ of the Surgeon-General, who made their report recommending first the creosoting, and secondly the burnettizing, and lastly the Samuels process, of which they did not think a great deal. The advisory board recommended that the board of public works use the concrete pavement as far as possible in the city of Washington, which advice was adopted, and so far as public opinion would allow the concrete pavements they were laid. There was great prejudice, however, against them in the city, which is wearing away, but which has not yet entirely, and the board endeavored in most instances to consult the wishes of the property-holders on the various streets in regard to the kind of pavement to be laid.

By the CHAIRMAN:

Q. Have you not made large contracts for wood pavements since the report of that board?—A. O, yes. I say that the reason that we could not put down concrete was the popular feeling against them. I have here an abstract of petitions presented to the board in regard to the different pavements. There are some 35 or 40 different petitions. If the committee choose I will put the abstract in.

The abstract referred to is as follows:

*Tenth street, beyond N street.*—November 13, 1872. R. V. Belt states the property-owners would like to have wood pavement. No. 11556, vol. E, 1872.

*Sixth street, northwest.*—November 21, 1872. W. B. Todd requested that this street be laid with Flanagan wood pavement. No. 11931, vol. E, 1872.

*B street, between Second and Third streets, northwest.*—September 1, 1872. Adams Express Company requested that this street be laid with wood pavement. No. 9132, vol. D, 1872.

*Twenty-fourth street.*—July 22, 1872. C. L. Hulse incloses petition of property-holders in this street, in favor of wood pavement. No. 6441, vol. C, 1872.



*Pennsylvania avenue east.*—May 11, 1872. G. F. Gulick states that the property-holders prefer wood pavement to macadam. No. 3369, vol. B, 1872.

*Eleventh street to D street, northwest.*—July 27, 1872. F. W. Pratt requested that this pavement be extended along this street. No. 6826, vol. C, 1872.

*Tenth street beyond V street.*—Nov. 30, 1872. R. V. Belt and others request the wood pavement be continued on this street. No. 13282, vol. E, 1872.

*E, between Thirteenth and Fourteenth streets, northwest.*—October 21, 1872. A. Nailor, jr., and others, requested that the street be paved with wood or concrete. No. 10536, vol. E, 1872.

*Fifth and G streets, intersection of.*—October 23, 1872. W. R. Ford and others requested that this street be laid with square-block pavement. No. 10648, vol. F, 1872.

*Third street, between Pennsylvania avenue and C street, southeast.*—August 23, 1872. P. McNamara requested that this street be laid with wood pavement. No. 8039, vol. D, 1872.

*Eighth street east.*—April 24, 1872. J. H. Hilton and others requested that this street be laid with wood pavement instead of macadamized. No. 2603, vol. B, 1872.

*D street, between Third street and New Jersey avenue, northwest.*—August 31, 1872. J. L. Barbour requested that this street be laid with Stowe pavement. No. 8318, vol. D, 1872.

*Defrees street, northwest.*—October 31, 1872. C. H. Underwood requested that this street be paved with wood pavement. No. 11310, vol. E, 1872.

*Twenty-first street, between M and N.*—October 28, 1872. C. Smith and others, requested that this street be paved with wood pavement. No. 11514, vol. E, 1872.

*E street, between Fifth and Seventh streets, northwest.*—August 1, 1873. T. L. Hum requested that this street be paved with wood. No. 7059, vol. C, 1873.

*Eleventh street as far as Vermont avenue, northwest.*—September 26, 1872. G. E. Davis et al. requested the block pavement on this street. No. 9676, vol. D, 1872.

*Seventh, above M street, northwest.*—August, 1873. F. A. Weggerman requested a wood pavement extended on this street. No. 7254, vol. C, 1873.

*West, between Backington and High, Georgetown.*—May 28, 1873. J. L. Simms et al. requested that this street be paved with round block. No. 4342, vol. B, 1873.

*New Jersey avenue.*—October 10, 1872. J. Broadhead states he is in favor of paving this avenue with wood or concrete. No. 10160, vol. D, 1872.

*High street, Georgetown.*—October 10, 1872. J. S. Kidwell et al. requested that this street be paved with wood instead of cobble stone. No. 10182, vol. 4, 1872.

*Nineteenth street, between P-street circle and Boundary.*—October, 1872. R. Waldo et al. protests against the laying of a cobble-stone pavement on this street; prefers a wood pavement. No. 10211, vol. D, 1873.

*G street between Twenty-second and river.*—February 8, 1873. George I. McIlhenny requests Belgian block or first-class wood pavement on this street. No. 1331, vol. A, 1873.

*D street from Third street to New Jersey avenue.*—May 28, 1872. J. L. Barber et al. requested that this street be paved with Ballard wood pavement. No. 4449, vol B, 1872.

*East Capitol street.*—March 28, 1872. W. E. Creary et al. requested in behalf of the property holders that this street be paved with wood. No. 4463, vol. B, 1872.

*Tenth street beyond R and S streets.*—August 25, 1872. E. A. Booreman requests that wood pavement be continued on this street. No. 8002, vol. C, 1873.

*I street between Seventeenth and Eighteenth streets.*—March 17, 1873. Lieutenant Noonan and J. Redfern requested that this street be paved with wood. No. 2113, vol. A, 1873.

*Fifth street between Ninth street and New York avenue.*—August 2, 1873. L. Ball et al. asks that this street be paved with blocks of wood. No. 9124, vol. C, 1873.

*B street, southwest.*—March 25, 1873. R. B. Donaldson et al. Requests that this street be laid with stone or some other good block pavement. No. 2571, vol. A, 1873.

*Ally in square 7th.*—April 2, 1873. E. Thompson et al. requested this alley be paved with round block pavement. No. 2596, vol. A, 1873.

April 8, 1873. W. M. Galt wants Morse wood pavement. No. 2703, vol A, 1873.

*B, between Fourth and Fifth streets, southeast.*—November 20, 1873. E. T. Bowen requested that this street be paved with wood pavement. No. 12041, vol. D, 1873.

*West, between Washington and High.*—April 10, 1873. H. H. and J. L. Simms wants this street laid with wood, instead of concrete. No. 2832, vol. A, 1873.

*Third street between C and D, southeast.*—February 18, 1874. T. Dennis et al. wants this street paved with round blocks. No. 2025, 1874.

*East Capitol street.*—July 17, 1872. Richard Rothwell et al. petitioned against this street being paved with Belgian block pavement. No. 6451, vol. C, 1872.

*Maryland avenue between Ninth and Seventh streets.*—September 28, 1872. Charles Hindley requests a free and open conversation with Mr. S. in regard to laying wood pavement on this street. No. 9584, vol. D, 1872.

Q. That would be an answer to the 8th question. These are from property owners adjacent to the street?—A. Yes, sir. On the streets that were being improved.

Q. State why the board permitted a further amount of the De Golyer pavement to be laid after having ceased to allow it?—A. As I stated in my former testimony, there was great complaint in regard to this De Golyer pavement, and I felt indisposed to have any more of it laid. There were various applications and statements made in regard to the lumber which they had treated, and that if they had to reship it would cost a great deal of money. They contended that their pavement was equal to any pavement which had been laid. After a considerable time had elapsed, I said to the applicants, I think, that if these parties would furnish evidence from Chicago that their pavement was considered there a good pavement—that the pavements which they had laid were in good order—the board would allow them to put down what they had here. They sent on this certificate, signed by the board of public works of Chicago, which I will read. That was addressed to Ray & Whitney, the gentlemen who had bought out De Golyer & McClelland, and who became possessed of their machinery.

It reads as follows:

OFFICE OF THE BOARD OF PUBLIC WORKS,  
*City Hall, Chicago, October 1, 1873.*

Messrs. RAY & WHITNEY:

GENTLEMEN: In answer to your inquiry regarding quantity, condition, &c., of the "ironized-wood pavement," in this city, would say there has been about 160,000 square yards laid in this city since the fall of 1869. The pavement at present time is in apparent good and sound condition. It has been in use so short a time that we have had only a limited experience with it, and in consequence are unable to form any accurate opinion in regard to the lasting qualities of the process. Can only say that the pavement is now in good condition.

Respectfully,

W. H. CARTER.  
R. PRINDIVILLE.  
J. K. THOMPSON.  
GEO. W. WILSON.

No. 12356, (B. of P. W., vol. 4,) 1873.—2079. Chicago, Illinois, October 1, 1873. Carter, W. H., and others, commissioners: State, in reply to inquiry relative to the ironized-wood pavement, that there has been about 160,000 square yards laid since fall of 1869, and that it is now in good condition. That in consequence of the short time it has been down they have only a limited experience with it.

Board of Public Works, District of Columbia, Washington, November 28, 1873. Respectfully referred to Hon. Adolf Cluss, engineer in charge. By order of the board: Frank T. Howe, chief clerk.

Respectfully returned to B. P. W. for file. Adolf Cluss, engineer in charge. January 5, 1874.

I would state further, in this connection, that the board were very anxious to get the work done which they had undertaken. The streets were cut up, and upon this presentation of the case they did not think they would be justified in preventing these parties from at least laying down as much as they had proposed and were ready to do.

By Mr. STEWART:

Q. What amount was that?—A. Twenty-four thousand yards.

By the CHAIRMAN:

Q. I will ask you to state your own opinion as to the reasonableness of a price for pavement which would allow a bonus of 50 cents a square yard to secure a contract?—A. I do not think that they could allow any bonus to be paid if their work was properly done and they guaranteed it for three years.

Q. But they did propose to pay a bonus in the very beginning.—

A. Well, that was a thing of which I knew nothing at all, and had I known it they never would have laid a foot of pavement in Washington.

Q. But still they seemed to think that the price would justify them in paying 50 cents per square yard for securing the contract.—A. Well, Mr. Chairman, it strikes me that that was based upon the idea that they would form connections here which would enable them to lay their pavement in a cheap manner. Looking at it from this stand-point, that is my firm impression: that they thought, through the certain agencies they had secured my influence, which would enable them to lay a cheap pavement in this city, in which impression they found they were mistaken, very much to their cost.

Q. State the circumstances under which a contract was awarded to O'Connor & Shanley.—A. I have numerous propositions from O'Connor & Shanley. I will read the history of their offers if you desire it.

The documents were read by the governor, as follows:

*To the honorable members of the board of public works of the District of Columbia:*

SIRS: The undersigned hereby propose to lay two hundred thousand square yards of wooden pavement—treated blocks—of such style or patent as may be approved of by the board of public works of the District of Columbia, the work to be commenced as near the first of April next as the weather will permit, and be completed by or before December following, provided the streets are duly prepared for the pavement. The price to be three dollars and fifty cents (\$3.50) per square yard for treated blocks.

We respectfully refer you to the accompanying papers as to our ability to fulfill any contract that may be awarded us.

March 17, 1873.

THOMAS O'CONNOR.  
MICHAEL SHANLEY.  
BERNARD M. SHANLEY.

NEWARK, N. J., March 15, 1873.

GENTLEMEN: Messrs. Michael Shanley & Son, contractors of this city, are desirous of engaging in work upon your streets, and having known them many years, I can certify to their responsibility and fitness to carry on the business they are engaged in. They stand high in this community, and I am satisfied they will carry out any engagements made by them.

Respectfully, yours,

MARCUS L. WARD,

To the BOARD OF PUBLIC WORKS,  
*Washington, D. C.*

NEWARK CITY NATIONAL BANK,  
*Newark, N. J., March 15, 1873.*

GENTLEMEN: M. Shanley & Son, of this city, contractors, want to engage in work in your city; they have had an account in this bank about ten years, and always been prompt in their engagement, and own real estate, and any contract they undertake we believe they will do satisfactorily.

S. H. PENNINGTON,  
*President.*  
A. BALDWIN, *Cashier.*

To the BOARD OF PUBLIC WORKS,  
*Washington, D. C.*

*Indorsed.*

No. 3094, (B. of P. W., vol. 1.) 1873. Washington, D. C., March 17, 1873. O'Connor, Thomas; Shanley, Michael; Shanley, Bernard M. Proposals to lay wood pavement treated, at \$3.50 square yard. Testimonials of A. Baldwin and Hon. Marcus L. Ward inclosed.

On the 8th of July they made another proposition:

867 BROAD STREET, NEWARK, N. J.,  
*July 8, 1873.*

SIRS: We propose to lay twenty-five thousand (25,000) yards of trap-block pavement, in accordance with printed specifications, in such street or streets as you may select



for the sum of three dollars and fifty cents (\$3.50) per square yard, and to finish and complete the same within two months after contract is signed.

Also to lay twenty-five thousand square yards of wooden pavement within the same time, and at the price fixed therefor, prepared blocks by the Robbins process to be used.

THOMAS O'CONNOR.  
MICHAEL SHANLEY.  
BERNARD M. SHANLEY.

The BOARD OF PUBLIC WORKS,  
*Washington, D. C.*

[Indorsement.]

No. 6196, (B. of P. W., vol. 2,) 1873. Newark, N. J., July 8, 1873. O'Connor, Thomas; Shanley, Michael; Shanley, Bernard M. Request the contract for laying 50,000 yards wooden pavement.

Then, on July 10, 1873, they make the following proposition:

WASHINGTON, D. C., *July 10, 1873.*

GENTLEMEN: The undersigned respectfully propose to lay twenty-five thousand yards of square block-wood pavement, as may be approved by the board, at the price of \$3.50 per square yard. Also twenty thousand square yards of Belgian stone pavement, at the price of \$3.50 per square yard.

We respectfully ask your early consideration of the above.

Very respectfully,

O'CONNOR & SHANLEY.

To the Hon. BOARD OF PUBLIC WORKS,  
*Of the District of Columbia.*

Care J. J. HINDS,  
*508 Twelfth street, N. W.*

[Indorsement.]

No. 5868. (B. of P. W., vol. 2,) 1873. Wash., D. C., July 10, 1873. O'Connor and Shanley propose to lay 25,000 yds. of square block wood pavement, at \$3.50 per sq. yd. 20,000 sq. yds. Belgian stone pavt., at \$3.50 per sq. yd.

On the 11th July they addressed the following communication to the board:

867 BROAD STREET, NEWARK, N. J., *July 11, 1873.*

SIR: We take the liberty of inquiring what disposition has been made of our application to the board of public works for contract for paving, sent in on the 8th instant. We were unable to remain in Washington until next day on account of pressing business matters here requiring our return.

By sending reply, you will oblige your obedient servants,

O'CONNOR & SHANLEY.

A. R. SHEPHERD, Esq.,  
*Vice-President Board Public Works, Washington, D. C.*

[Indorsement.]

No. 6189 (B. of P. W., vol. 2) 1873. Newark, N. J., July 11, 1873. O'Connor & Shanley, 867 Broad street, wish to know what disposition has been made of their application for contract for paving.

On the 12th of July a contract was awarded to these parties, as follows:

*Mark reply No. 5868, vol. 2, 1873.*

BOARD PUBLIC WORKS DISTRICT OF COLUMBIA,  
*Washington, July 12, 1873.*

GENTLEMEN: I am directed by the board to inform you that a contract has been awarded you for laying 25,000 yards of wooden pavement of the Stowe, Miller, or other approved patent, to be laid upon such streets as may hereafter be designated, at the board rates as established—the pavement to be in full accordance with the specifications of the patent—to be treated by the Seeley or Robbins process. The treatment of the

wood to be under the inspection of the board at the mills. Also, that a contract will be awarded you for laying 10,000 yards of Belgian-stone pavement of the New York specification pattern, at the prices established by the board. You will notify the board when you are prepared to commence the work.

By order of the board,

CHAS. S. JOHNSON,  
*Assistant Secretary.*

Messrs. O. CONNOR & SHANLEY,

*Care J. J. Hinds, No. 508 Twelfth street Northwest.*

True copy.

\_\_\_\_\_  
*Secretary.*

On the 30th of July this letter was received :

WASHINGTON, July 30, 1873.

HON. ALEX. R. SHEPHERD,

*Vice-President Board of Public Works, Washington, D. C. :*

SIR: We will accept the award of 25,000 square yards of wood pavement, and should the street be prepared, will be ready to proceed with the work on or before the 5th day of August next.

Will you do us the favor to designate the street, that we may make preparations to commence work at once, and we agree to finish the same in sixty days? We would prefer (if approved by your honorable board) to lay the De Golyer, No. 1 block, with bed-boards treated by the Waterbury or other oil process.

Should you now award the stone contract of 10,000 square yards, we will agree to perform the work within the same time.

We are your obedient servants,

O'CONNOR & SHANLEY.

[Indorsement.]

No. 6997. (B. of P. W., vol. 6.) 1873. Washington, D. C., July 30, 1873. O'Connor & Shanley accept contract for 25,000 square yards of wood pavement, and if the street is prepared, will be ready to proceed on or before August 5. Wish to know the street so they can make preparations. Would prefer to lay the De Golyer No. 1, with bed-boards treated by Waterbury or other oil process. Request contract for 10,000 square yards.

That is the history of the O'Connor & Shanley matter. They did not do any work—why, I do not know, but no work was ever done by them, and there the matter rested.

Q. I will ask you right here, did you know Mr. Wilcox in that transaction?—A. Mr. Wilcox was introduced to me, as was Mr. Hinds, by some one, I do not recollect just at this moment who it was—some friend of theirs. The statement was made that these parties were interested with this O'Connor & Shanley, and were to superintend the work and have something to do with it, and were to have an interest in it, in fact. My reply to them was that if responsible parties could be found to do the work, I should be very glad to get them, the object being to get men responsible to do whatever work we awarded.

Q. You knew nothing of any arrangement by which Mr. Hines was to have a contract for himself?—A. Nothing, whatever, beyond what I have stated.

Q. He never had any promise from you that he should have a contract?—A. Never, that I know of. I was very careful in regard to that matter, and never treated with anybody but persons who were the contractors and who had some knowledge of the business, or who had capital enough to carry out whatever they undertook.

By Mr. WILSON:

Q. Did you ever designate the street on which that 25,000 yards was to be laid?—A. No, sir; there was never anything done about it.

Q. Did not they ask you in that letter to designate the street?—A.

Yes, sir; but they never came to have the street designated, and never sent the material or sent on anything else to begin the work.

Q. They could not very well do that until they knew—A. If they had had any disposition to do the work they would have found out the streets without any difficulty. There were plenty of streets ready for them.

The CHAIRMAN. State the circumstances connected with the filling of the Washington Canal, and the benefit derived therefrom to the Government, and how much was paid for filling by the Government.

Mr. WILSON. First let me ask what is the date of that award?—A. The award was the 12th of July, 1873.

Q. On the 30th of July 1873—this letter bears date at Washington—you see they say they will be ready to proceed with the work on or before the 5th of August, and add “will you do us the favor to designate the street that we may make preparations to commence the work at once, and we agree to finish the same in sixty days?” That is signed by O'Connor & Shanley. What kind of a response did you send?—A. I think that was presented in person, and I told them as soon as they were ready to go to work the street would be designated.

Q. They asked you to designate the street so that they might get ready to go to work?—A. It was just that way. If they had made any preparation to go on with their work; shown any material or anything of that kind, I should have designated the street at once; but to come and ask me to designate a street without having made any preparation, or done anything to show that they were prepared to commence the work, it was a thing I would not do.

Q. Would it not have been a very easy matter to indicate to them a certain street that you desired to have paved, and then let them go on?—A. I indicated to them that the moment they had material to go on with their work, the street would be designated.

Q. What disadvantage would it have been to designate the street then, and let them prepare their material? Was not that a reasonable request?—A. It was a reasonable request, provided they had the materials here ready to go on with the work. The streets were being prepared; there were a dozen streets cut up at that time, ready for the pavement.

Q. How were the streets being prepared?—A. Why, by having the curb set, the foot-walks laid, the grading done, the water, gas, and sewer laterals put on.

By the CHAIRMAN:

Q. I forgot to ask you if you saw Mr. Kirtland in connection with this pavement.—A. No, sir; I never heard of Mr. Kirtland, as I stated before, until I heard of him here.

Q. You didn't hear of him in connection with this pavement?—A. No, sir; I had no idea that he knew the parties, or that there was such a person.

Q. What are the circumstances connected with the Washington Canal?—A. The circumstances connected with the Washington Canal are simply these: The board determined to fill it up, and build a sewer alongside of it. On that they received \$122,216.80.

Q. For filling it?—A. Yes, sir; and the law which made an appropriation for filling it up gobbled up the land which was reclaimed, amounting to more than 2,300,000 feet.

Q. What do you mean by “gobbled up”?—A. They quietly took possession of it. It was land which belonged to the city of Washington.

Q. Who took it?—A. The United States Government. The act mak-



ing the appropriation for this filling of the canal provided that all land reclaimed should belong to the Government of the United States.

Q. Have you the cost to the city of that filling—to the District—to the board of public works?—A. Well, it was simply a dumping-ground to get rid of the dirt which we were carrying off from the streets. It was a dumping-ground for the various streets which we were improving. The earth was dumped there.

Q. Then you kept no account of the cost of filling up at all?—A. No, sir.

Q. Had this canal been filled before the appropriation had been made?—A. It was then in the process of filling.

Q. Where is that act?—A. It was passed along in May or June, 1872.

Mr. STANTON. [Handing the act to the chairman.] It was passed May 18, 1872.

The CHAIRMAN. I will read it, so that it may appear in this connection.

The act was then read, as follows:

N ACT making appropriations for sundry civil expenses of the Government for the fiscal year ending June 30, 1873, and for other purposes.

To pay the board of public works of the District of Columbia the proportion of the costs properly payable by the United States Government for the filling of the canal from Seventh street west to Seventeenth street west, and of the cost of the intercepting sewer along the canal adjoining the property of the United States Government, said work being under the direction of the board of public works, \$68,365, or so much thereof as may be necessary: *Provided*, That all payments made under this and the preceding appropriation shall be made only upon vouchers approved by the officer in charge of the public buildings and grounds of the District; and no portion of the money herewith appropriated shall be used by the board of public works for any other purpose whatever than the purpose that is named in the said two last paragraphs. And the land made by the filling up of the said canal is hereby declared to be the property of the United States. And the said appropriations shall not be construed to create or imply any obligation on the part of the United States in any respect whatever in future.

By the CHAIRMAN:

Q. I take that to mean that the money shall be appropriated—shall be used for filling the canal and for no other purpose.—A. It was used, and more, too.

Q. You say that appropriation was used for the purpose indicated?—A. Yes, sir; it was used, and more, too. On page 422 of the governor's answer you will find that it accounted for the amount stated there—filling the canal, less the amount paid, July, 1870.

Q. I understood you to say that this was a common dumping-ground, and that the board of public works did not pay separately.—A. O, they paid separately. I did not mean to have you understand it that way. We did pay for filling up the canal, but in addition to that it was a dumping-ground for our streets. Whatever benefit accrued went to the District—to the general fund of the District.

Q. State what directions were given for the making of measurements as a basis of charges against the United States Government, and whether the United States Government has been charged more than they were entitled to pay.—A. The directions given were very strict—to the effect that they should be as accurate as it was possible for them to be in measuring the work. Those were the instructions given to me by General Babcock. I heard his instructions given to his engineer, and I reiterated his instructions to our engineer; and while it is very possible that some errors may have occurred—and I have no doubt some

have, and that there were some overcharges—in the main, I think, the measurements are correct. I am pretty certain of one thing, that the Government in one item alone, namely, the 5 percent. chargeable in contingencies, which were not charged to the Government, and which would amount upon the work done for them to over \$200,000, which they have not paid, which has not been charged to them, is four times the amount of any possible discrepancies that may have occurred in this measurement; and that if a measurement was ordered, and the Government paid as private-property owners and the District paid, it would amount to a great deal more than we have received. There are some points which have come out during this investigation, but of which I had no knowledge before. Mr. Wilson called my attention to reservation 17. I do not think that was a proper charge, but I knew nothing of it until my attention was brought to it here. There are probably some other cases of a similar character, but in the main the Government has not paid its quota. In this connection I would call the attention of the committee to a statement in my answer as to the amount due the General Government on account of these improvements.

Q. What page?—A. It will be found on pages 460 and 461. I will read:

Question. What amount, if any, does the District government estimate ought yet to be paid by the United States for improvements made by the former?—Answer. The board of public works, in their report to the President, dated the 1st day of November last, estimated the indebtedness of the General Government, on account of work done by them, to be as follows:

For work in and around Government reservations and public buildings.....	\$573, 171 75
For work on avenues.....	1, 056, 574 36
For main sewerage.....	2, 740, 687 83
Total.....	4, 370, 427 94

This, however, is but a small portion of the sum equitably due by the Government on account of expenditures made by our citizens in their corporate capacity for the improvement of the streets and avenues of the city of Washington, and the roads and thoroughfares of other parts of the District. The streets and avenues are held in fee-simple by the General Government. This has been expressly decided by the Supreme Court of the United States in the case of Van Ness against the city of Washington and the United States of America, in which the opinion was delivered by Justice Story, and will be found in the 4th Peters, page 275. Streets and avenues have since been opened or closed, as the purposes of the Government seemed to require, without regard to the original plan of the city or the convenience of citizens; and only recently, in extending the Capitol grounds, Congress appropriated and inclosed both A street north and A street south. The accompanying certificate of the superintendent of assessments and taxes, and of the surveyor of the District, shows that the area thus gained is 397,280 square feet, worth, under the appraisement directed by Congress, and confirmed by the supreme court of the District, \$576,656.

The Government has also retained the ground reclaimed by the filling of the canal, amounting to 2,339,195 square feet, worth, at the valuation of adjacent property, \$2,500,000.

The certificate of the register of the District as to the expenditures for improvements made since 1802, and prior to 1871, is as follows:

Corporation of Washington, from general and ward funds.....	\$5, 660, 204 38
Property-holders of Washington, under special assessments.....	2, 585, 175 72
Total of Washington City.....	8, 245, 380 16
Corporation and property-holders of Georgetown.....	681, 184 19
Levy court.....	272, 867 59
Total expended.....	9, 199, 431 94

I hereby certify that the above statement is a true exhibit of the amounts expended

for improvements in the District of Columbia, as evidenced by the vouchers on file in this office.

Attest:

JOHN F. COOK,  
*Register, D. C.*

REGISTER'S OFFICE, DISTRICT OF COLUMBIA.  
*February 27, 1874.*

The expenditures of the board of public works since the District government went into operation have been, on streets and avenues, as per statement of auditor.....	\$11, 175, 978 76
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Total expended by citizens of District of Columbia since 1802..	20, 375, 410 70
The amount expended by the United States Government, during the same period, on streets and avenues.....	4. 476, 706 49

Showing excess of expenditure by citizens over General Government in improvement of the streets, avenues, and roads, nine-tenths of which are owned absolutely by the Government.....	15, 898, 704 21
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Now, the point is this, gentlemen of the committee, these streets and avenues are owned in fee-simple by the United States Government. It is their place to assist in taking care of them. They were deeded absolutely in fee-simple to the United States Government, and, in addition to that, every alternate lot of the building-lots in this city under the original cession were deeded to the United States Government. The United States Government has sold out those lots and used the proceeds for the public buildings, and things of that kind; our claim, as citizens of Washington, is that it should bear its proportion of the expenditures which have been made on these streets and avenues.

Q. You say very specific directions were given in reference to these measurements. Were those directions in writing or were they verbal?—

A. I think they were verbal.

Q. Given by General Babcock and who else?—A. By General Babcock and myself.

Q. To whom?—A. To Mr. Samo, Mr. Forsyth, and Mr. Oertly.

Q. Do you regard Mr. Forsyth as an accurate man in measurements?—

A. I think Mr. Forsyth is an accurate man, but his manner is against him. He is a man who has had a vast deal of experience, and is a self-educated man. For twenty-five years he has had the measurement and control of surveys in the city of Washington, and I doubt very much whether any other man could have done as much with as little complaint, and have maintained his reputation as long as Mr. Forsyth has. I regard Mr. Oertly as one of the best mathematicians I ever met with. He is a man thoroughly conversant with figures, and a thorough engineer. He served the United States Government in the Treasury Department, as its sworn measurer, for many years. I think he is unsurpassed as a mathematician.

Q. State the reasons for the passage of the general sewerage law; your views as to its necessities and proprieties; give all the data you have as to the quality of the assessments.—A. The question of the main sewerage of the city was a question which has been under consideration by the board of public works ever since they came into power. The question has been how to make such assessments as would be fair, and at the same time would enable the carrying-out of an efficient system of sewerage for the city. After a great many consultations were held, and a great deal of thought given to the subject, I will state before I go any further, that early in the history of the board, about January, 1872, along in the winter of 1872, General Green, who had been engineer of the board, was employed to perfect a system of



sewerage for the city, which he did, and for which he was paid the sum of \$3,000. Those maps are now in the possession of the board, and the plans then agreed upon, with some slight modifications, have been carried out. The establishment of a system of sewerage was based upon this general idea, to follow the topographical features of the city in the construction of these sewers; let the natural drainage be the basis upon which a system should be established, and to assess upon each section following the natural drainage the cost of building the sewer in that section. In accordance with that scheme the legislative assembly, on the 26th of June, 1873, passed an act making provisions for a complete system of drainage and sewerage of the city of Washington.

The act divides the territories of these two cities into five sections, the limits of which are defined by, or have necessary reference to, the topographical features of the territory, in relation especially to the land-fall of the different parts thereof, and to the water-courses by which it is traversed, and which contribute to and, in a certain degree, control the transmission of surface-water or sewerage into the great receptacle, the river Potomac. This is followed in every instance except one, and that is the construction of the Boundary-street sewer. The Boundary-street sewer—which the committee will recollect, as I presume most of them have seen it—was built for the purpose of diverting a portion of the water which comes into the city from the northeastern section—nearly three thousand acres—and preventing that water from going through the heart of the city, through the Tiber valley proper. Accordingly, this sewer was built with a view of damming up at Boundary street, making a lake there, and turning the surplus water, in case of freshets, into the Eastern Branch of the Potomac. Now, in regard to the equality of this tax, I have gone to some pains to get at the facts as to how it bears upon the property. As the first explanation, I will submit a letter:

OFFICE OF SUPERINTENDENT OF ASSESSMENTS AND TAXES,  
*Washington, D. C., April 18, 1874.*

SIR: In accordance with your request, I have the honor to transmit herewith the average value of the ground per foot in the five sewer-districts comprised in the cities of Washington and Georgetown, arranged according to their respective districts.

Very respectfully, yours,

WILLIAM MORGAN,  
*Superintendent Assessments and Taxes.*

Hon. A. R. SHEPHERD,  
*Governor District of Columbia.*

*Statement showing the total number of square feet, total value of ground, and average rate per square foot of the five sewer-districts in the cities of Washington and Georgetown.*

District 1: Number of square feet, 16,622,625; value of ground, \$2,471,776; average rate per square foot, 15 cents.

By Mr. BASS:

Q. That is exclusive of improvements?—A. Yes, sir; just the value of the ground.

District 2: Number of square feet, 14,941,540; value of ground, \$6,267,218; average rate per square foot, 42 cents.

District 3: Number of square feet, 2,881,686; value of ground, \$1,053,833; average rate per square foot, 37 cents.

The WITNESS. That is the third district. That is the five-mills district.

By Mr. WILSON:

Q. Where is that district?—A. No. 2 district is out where the "real-estate pool" is, in the northwestern portion of the city.

Q. Do you know what that real estate is assessed at?—A. Yes, sir; I will give you the balance of it in a moment.

District 4: Number of square feet, 16,870,153: value of ground, \$17,238,350: average rate per square foot, \$1.02.

District 5: Number of square feet, 84,084,049: value of ground, \$20,719,411: average rate per square foot, 25 cents.

Respectfully submitted.

WILLIAM MORGAN,  
*Supt. Assessments and Taxes.*

Q. At present, that is the lowest average of ground in the Tiber district?—A. This least improved part is 25 cents per square foot.

By the CHAIRMAN:

Q. That includes no improved property—just the value of the ground?—A. Yes, sir; just the value of the ground.

By Mr. WILSON:

Q. You have spoken of the "real-estate pool;" what is that property out there?—A. It is assessed at eleven mills per square foot.

Q. That is for the sewerage purposes; I am speaking about the general assessment.—A. The value is 42 cents per square foot.

Q. That is the average value?—A. Yes, sir; 42 cents per square foot.

The WITNESS. Now, I will submit to you—this is an interesting statement, and I have spent some time in having it gotten up. I will read:

BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA.

*Washington, May 2, 1874.*

Hon. A. R. SHEPHERD,

*Governor District of Columbia:*

SIR: In response to your request to be furnished with a statement of the amount paid for sewerage in the city of Washington, within the limits of the present sewerage-districts—

The WITNESS. What I wanted to get at was what had been paid heretofore by the old corporation for this work.

[Reading resumed as follows:]

prior to June, 1871; also, the area of said districts, I have the honor to submit the following, viz:

	Amount paid	Area, square-feet
Second district.....	\$32,183 25	14,941,540
Third district.....	127,472 26	2,881,686
Fourth district.....	292,025 43	16,870,153
Fifth district.....	295,842 73	84,084,049
	747,523 67	118,777,428

Respectfully, &c.,

G. W. LARNER.

Now, the way in which that stands per foot shows that the amount paid for sewerage, expended prior to June, 1871, upon each square foot of land within the limits of the present sewer-districts, is as follows: The second district, where the tax is 11 mills, has paid  $2\frac{13}{100}$  cents under the old corporation; the third district, where the tax is 5 mills, has paid  $4\frac{42}{100}$  cents; the fourth district, where the tax is 20 mills, has paid  $1\frac{24}{100}$  cents, which is the heaviest tax of the whole; but the fifth district, which is the one complained of, and in which the

property is of so little value—the fifth district, which is taxed 20 mills, has only paid  $\frac{3}{100}$  of a cent for general sewerage under the old corporation. This includes both the payment from ward-funds and special assessments.

By Mr. WILSON :

Q. Who makes that out ?—A. It is made out by Mr. Lurner, one of the clerks in the office, who has charge of the old records.

By the CHAIRMAN :

Q. Does this new system of sewerage fit into the old and become a part of it ?—A. O, yes, sir.

Q. They are so blended that there is no waste ?—A. Yes, sir; there is no waste at all.

The WITNESS. I will again read :

Amount paid for sewerage in the city of Washington prior to June, 1871, upon each square foot of land within the limits of the present sewerage-districts :

Second district .....	2 $\frac{15}{100}$	cents per foot.
Third district .....	4 $\frac{9}{100}$	cents per foot.
Fourth district .....	1 $\frac{7}{100}$	cents per foot.
Fifth district .....	$\frac{3}{100}$	cent per foot.

This includes both the payments from ward funds and special assessments.

Q. Is that all the data you have on the sewerage matter ?—A. That is all the data I think necessary in regard to it, except to remark that I think it is about as just a tax as could be imposed—the most necessary improvement that could have been made—and I do not think that it could have been equalized any better. I think it will greatly enhance the value of property in the sparsely-settled districts. I think it will double it within five years. The trouble has been that this section of the city, as the members of the committee are aware, in certain valleys you will find whole squares under water. There has been no sewerage whatever, and their improvement has been retarded for the lack of this very thing. Now, if a man has a valuable piece of property which, by investing five per cent. on, he can increase twenty-five per cent. in value, whether is it not a judicious thing for him to do, treating it as a business operation.

Q. Then, governor, after a full examination and re-examination of this question of sewerage, it is your opinion that the system adopted by you, and the mode adopted for payment is the true one ?

Governor SHEPHERD. I think it is. I think it is just and equal, and I am confirmed in that by this fact, that one-quarter of the whole assessments, although the last assessments were not put out until a month or so ago—that one-quarter of the whole has been paid in; and had it not been for this investigation, which leads a great many people to suppose that they will not have any taxes to pay in the future, either general or special, that one-half of it would have been absorbed.

The CHAIRMAN. I think that delusion will be dispelled in due time. That is, if this city is to pay its debts.

Mr. CHRISTY. We would not like to have the chairman commit himself or the committee commit themselves on that question just now.

The CHAIRMAN. No, sir; of course not.

Mr. HUBBELL. Two things are certain—death and taxation.

Mr. CHRISTY. Yes; but we want to fix a limit to taxation.

Mr. HUBBELL. We want to fix a limit to death, but we cannot be satisfied always.



Mr. CHRISTY. Death comes at the end of life when it does not inconvenience us, but taxation comes during our life-time, and we suffer from the effects of it.

Mr. STEWART. We will consider the question of limit.

The committee here took a recess until 2 o'clock.

The committee met at 2 p. m.

Examination of Governor SHEPHERD resumed.

Governor SHEPHERD. Mr. Chairman, before I proceed further, there is one point in regard to the sewer-tax to which I wish to call attention, and that is, that this system of area-tax of so much per square foot was established by the United States Government. I cannot at present lay my hands upon the law, but it authorized the levy of a tax of seven-eighths of a cent upon each square foot of ground where the water-main was laid. It is on that principle that the sewer tax was levied—an area-tax of so much upon a square foot.

By Mr. MERRICK:

Q. That is along the streets where it was actually laid?—A. Yes, sir.

By the CHAIRMAN:

Q. State to the committee the amount claimed for damages and the amount awarded by the board of public works, together with the law under which such awards were made.—A. The legislative assembly, on the 20th of June, 1872, passed an act entitled, "An act providing for the payment of damages sustained by reasons of public improvements or repairs." It is as follows:

*Act of Second Legislative Assembly, sess. 1, ch. 75, 1872.—June 20, 1872.*

*Be it enacted, &c.,* That on the application in writing of the owner or owners of any real estate in the District of Columbia, or of any person having other than a rental interest therein, to the board of public works, setting forth that special damages have been sustained by him or them, in consequence of any improvements or repairs made by said board, and particularly describing the nature of said damages, the said board shall consider the statements of said application, and if deemed by them sufficient for that purpose, the said board, or a majority thereof, shall personally inspect the property alleged to be specially damaged, and make, or cause to be made, any examination connected with said improvements or repairs which they may deem necessary or proper.

*SEC. 2. And be it further enacted,* That if, after inspection and examination as aforesaid, the board, or a majority thereof, shall be of the opinion that special damages have been sustained by any person or persons, as aforesaid, they shall estimate the same, taking into consideration the benefits to said property from said improvements or repairs, and file among the records of their office, and in the office of the secretary of the District, written statements of their action and estimate of damages, and shall make a full report, in writing, to the next ensuing session of the legislative assembly of all applications made to them under the provisions of this act, and of their action thereon, and of the amounts awarded as damages, and the reasons and grounds of such awards, for the action of the legislative assembly thereon; and no sum shall be paid on account of damages until after the same shall have been approved by the legislative assembly and an appropriation made for the payment of the same.

Approved June 20, 1872.

Q. When was that passed?—A. June 20, 1872.

The WITNESS. The board of public works in carrying out that law appointed a commission, consisting of five persons, one of whom you have had before you, who have been busily engaged for months in making up a statement of awards. The board of public works have not as yet acted upon that; but the amount as turned in by the commission is as follows:

*Amounts claimed and awarded for damages to real estate by reason of change of grade.*

Georgetown, amount claimed .....	\$227, 011 33
Georgetown, amount awarded .....	108, 534 00
Washington, amount claimed .....	1, 058, 089 77
Washington, amount awarded .....	355, 007 07
Total amount claimed .....	1, 285, 101 10
Total amount awarded .....	463, 541 07

That, of course, is not complete, because the law provides that the board of public works shall personally inspect.

By the CHAIRMAN :

Q. How many claims have you had put in ?—A. I do not think that states; there are quite a large number.

Q. Has this commission completed its work ?—A. Yes, sir; it needs now the final action of the board, because they must go over it personally before the report can be sent in to the legislature.

Q. What is the character of these claims ?—A. A great many of them are imaginary, as you will see from the fact that only about one-third of what was claimed was awarded.

Q. Are they for damages to property on account of change of grade ?—A. Yes, sir; and for various reasons which are assigned in the applications. Many of them are without any foundation in reality.

Q. How are those awards to be paid ?—A. That is a matter that the legislature have to provide for.

Q. I did not notice the law when you were reading it. Is this action of the board final ?—A. Only final as far as the making of the report to the legislative assembly is concerned.

Q. The board recognizes the right of the legislative assembly to supervise its action and pass laws controlling it ?—A. It is merely carrying out a law passed by them.

Q. I understand. It is making a report to them. The act creating the board of public works gives authority to the legislative assembly of the District to control the board of public works, does it ?—A. No, sir; not to control the board.

Q. They have undertaken to do so ?—A. No, sir; it merely authorizes them to do it. The organic act is specific in regard to the duties of the board of public works, with which the legislature cannot meddle, except so far as the appropriations are concerned.

Q. Suppose you had not chosen to do this at all ?—A. Then we would not have done it.

Q. You did not regard it as obligatory ?—A. Not at all.

The CHAIRMAN. That is the point I wanted to ascertain. This act in regard to the water-tax says it may be levied on lots in proportion to their frontage or area, as the said corporation may determine. The corporation did determine to lay an area-tax.

Mr. STANTON. That is dated March 3, 1863, and is to be found in 12th Statutes at Large, page 804.

Q. State the amount of old material received by the board of public works from the organization of the board to date, and its value.—A. Here is a report, made up by the superintendent of property :

*Statement of old material received by the superintendent of property, from the organization of the board to date, and its value.*

88,476 $\frac{1}{2}$ feet curbing, 40 cents .....	\$35, 390 50
93,085 $\frac{1}{2}$ feet gutter-stone, 20 cents .....	18, 617 19
125,264 $\frac{1}{2}$ feet bridge-stone, 30 cents .....	37, 579 32

10,709 square feet gutter-bridge-stone, 60 cents.....	6,425 40
10,963 loads broken-stone, \$1.....	10,963 00
18,951 loads cobble-stone, 75 cents.....	14,213 25
29,100 loads blue-rock paving-stone, 50 cents.....	14,550 00
662,188 brick, \$10 per M.....	6,621 88
52 sewer-traps, \$35.....	1,820 00
194½ feet old corners, \$1.75.....	340 95
130 feet granite sewer-trap frames, \$2.....	260 00
4 sets granite sewer-trap frames, \$35.....	140 00
97,894 feet lumber, \$10 per M.....	978 94
432 iron posts, \$5.....	2,160 00
2,482 feet studding, \$10 per M.....	24 82
3,038½ feet iron fence, \$2.....	60 92
16,125 feet flagging, 40 cents.....	6,450 00
1,862 feet iron chain, 20 cents.....	372 40
23 corporation sewer-traps, frames, and covers, \$20.....	460 00
13 feet Seneca-stone, \$2.....	86 00
Total .....	157,514 57

WASHINGTON, D. C., *May 1, 1874.*

Q. Have you any knowledge what the general and special taxes of the city of Washington were for the three years preceding the advent of the new government, namely, from June, 1868, to June, 1871?—A. Yes, sir.

Q. Just state it.—A. I have a statement, prepared with a view to refuting a great many charges that have been made upon the present District government as to excessive taxation, and I submit this account to the committee. It is signed by the comptroller of the District.



*Statement of the general taxes collected, payments for printing, binding, and advertising, total expenditures, and special assessments for improvements made during the administrations of the Hon. Sayles J. Bowen and Hon. Matthew G. Emery, mayors of the city of Washington, (the first for two years, from June, 1848, to June, 1850, the latter for one year, from June, 1850, to June, 1851,) and the general debt existing at the end of their respective administrations, showing the total expenditure and incurred liability during a term of three years.*

Designation.	General taxes collected.	Payments made on account of printing, binding, and advertising.	Total general expenditures.	Special assessments on account of improvements made.	General debt existing at end of administrations.	Total expenditures and liability incurred by assessments and debt.
Hon. Sayles J. Bowen's administration.....	\$1,746,275 33	\$28,250 75	\$2,448,005 43	\$500,421 96	\$1,243,266 56	\$4,191,693 95
Hon. Matthew G. Emery's administration.....	1,219,393 24	53,784 40	1,215,839 74	1,731,329 34	3,176,731 87	5,117,960 95
Grand total for three years .....	2,965,668 57	112,035 15	3,663,845 17	1,231,751 30	4,413,998 43	9,309,594 90

In addition to this sum, \$500,000 was expended under authority of the acts of Congress approved July 7 and July 15, 1850, by certificates of indebtedness; but, being for debt incurred prior to June, 1850, is not included.

† Included in this amount is the sum of \$195,372.85 for assessments made and scrip issued by the District government on work fully completed prior to May 31, 1851.

The foregoing statement has been compiled from the books and papers of the late corporation of Washington and the reports of the auditing commissions.  
GEO. E. BAKER,  
*Comptroller of the District of Columbia.*

COMPTROLLER'S OFFICE, DISTRICT OF COLUMBIA,  
Washington City April 8, 1854.

Q. State the relative prices allowed by the board for flagging, and why.—A. Well, there has been some question in regard to the prices of flagging as paid for by the board, and I submit the record in regard to the flagging on B street, from Twelfth to Fourteenth streets.

*Specification for flagging walks on Seventh, Twelfth, and Fourteenth streets, between B street north and B street south.*

The stone are to be in five (5) and six (6) feet lengths, from 2 feet four inches to 4 feet 6 inches in width, and not less than 2 inches thick. The 5-foot stone to be laid on Seventh street, and the 6-foot on Twelfth and Fourteenth streets, in the following manner: The earth to be taken out to a depth that will admit of not less than 5 inches of clean sand below the bed of the stone; flagging to be laid on each side of Seventh street of the 5-foot stone, set in two courses, making the pavement ten feet in width, or as near that width as the stone will work after jointing; all the stone are to be jointed on the inside or joined edges with a good, fair joint, so that at no point will the same be open more than three-eighths of an inch, and when in wind so that the joints are not fair on the face, are to be pointed down to an even face, and uneven or high points on the face are to be pointed down to the regular face of the stone, in the usual manner of doing this work. The stone are to be laid say 4 feet from the curb, and care shall be taken to keep the line straight, and the outer and inner edge of the walk shall be pitched to a straight line on each edge. All the stone are to be set flush in cement mortar at the joints, and the same grouted with pure cement after setting.

On Twelfth and Fourteenth streets grading shall be done in the same manner. The stone to be used shall be 6-foot stone, from 2 feet 4 inches to 5 feet in width, not less than 2 inches thick; to be cut, jointed, and set in the same manner as above described for Seventh street, except that the walk is to be 12 feet wide, or as near that width as the stone will work after jointing. On these streets the stone are to be laid on a line 16 feet from the curb.

On all the streets the space between the outer line of flagging and the curb and the inner line of flagging and the building-line of the street, shall be sodded or parked in the usual manner of doing this work.

Q. Here is an application made on the 13th of May, 1873, by John O. Evans. I will read:

WASHINGTON, D. C., 14th May, 1873.

GENTLEMEN: I would like to have a price established for work now being done by me under your order upon the following streets, viz: Seventh, Twelfth, and Fourteenth, between B street south and B street north, as follows: furnishing flagging-stone, sand, gravel, and cement; for grading the walks; for jointing, cutting, and setting the stone, as per specifications; also, for parking according to plan.

Respectfully, yours, &c.,

JOHN O. EVANS.

To honorable BOARD OF PUBLIC WORKS,  
District of Columbia.

This was referred by me to the engineer to establish prices.

The following indorsements on the application will show the action taken:

[No. 3956, board of public works 2, '73.]

WASHINGTON, D. C., May 14, 1873.

Evans, John O., requests that price be established for work now being done by him under the board's order on the following streets: Seventh, Twelfth, and Fourteenth, between B street south and B street north, as follows: for flagging-stone, sand, gravel, and cement; for grading the walks; for jointing, cutting, and setting the stone, as per specification; also for parking according to plan.

C. L. B., vol. 3, '73, p. 607. Evans.

No. 1236: CONTRACTS, 1873. CONTRACT NUMBER 4.

Referred to the engineer to establish prices and report.

A. R. S.

BOARD OF PUBLIC WORKS, D. C.

May 15, 1873.

I estimate a fair cost thus :

	Cents.
Necessary grading per foot.....	3
Stock .....	50
Jointing .....	10
Taking out of wind, but no other top-dressing.....	6
Furnishing sand, laying, and grouting with cement .....	15
Total per superficial foot.....	87

The price of parking is established.

Respectfully,

ADOLPH CLUSS,  
*Engineer in charge.*

MAY 19, 1873.

Respectfully referred to the contract clerk. Mr. Evans has been notified in accordance with the recommendation of the engineer in charge.  
By order of the board.

CHAS. S. JOHNSON,  
*Assistant Secretary.*

MAY 21, 1873.

BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA.  
*Washington, May 21, 1873.*

JOHN O. EVANS, Esq.,  
341 Pennsylvania Avenue, northwest :

SIR: Your request that the prices be established for the work now being done by you on Seventh, Twelfth, and Fourteenth streets, between B street north and B street south, was referred to the engineer in charge, who has fixed the following prices, viz :

Necessary grading, 3 cents: stock, 50 cents; jointing, 10 cents; taking out of wind, but no other top dressing, 6 cents: furnishing sand, laying and grouting with cement, 15 cents; making a total of 84 cents per superficial foot. The price of parking is established.

By order of the board :

CHARLES S. JOHNSON,  
*Assistant Secretary.*

A true copy:  
CHARLES S. JOHNSON, *Secretary.*

The WITNESS. This price was increased by the auditor to 90 cents, 6 cents being allowed for the haul, which was not included in the engineer's estimate. In regard to the price paid by the board, I submit certain vouchers here; one of 1870 by M. G. Emery & Brother, for filling and grading grounds and improving plateau east of the United States Capitol.

*For filling and grading grounds and improving plateau east of United States Capitol.*

THE UNITED STATES,		To M. G. EMERY & BRO.,	Dr.
October 5, 1870—	For 1093' 8" flagging laid, at 84 cents .....		\$918 68
	For 36' relaying flagging, at 12 cents.....		4 32
	For setting 49' 9" granite curb, at 40 cents .....		19 90
November 4, 1870—	For 116' 7" 24 coping, at \$1.50.....		165 87
29,	For 57' 0" 24 bridge, at \$1.40.....		79 80
			1,188 57

A true copy :

B. R. COWEN,  
*Acting Secretary.*

I certify that the articles above charged have been received, and services performed: that they were necessary for, and have been or will be applied to, filling and grading grounds and improving plateau east of United States Capitol; and that the prices were, in my opinion, just and reasonable.

EDWARD CLARK,  
*Architect in Charge.*



Received, Washington, D. C., this 29th day of December, 1870, from F. W. Clemons, disbursing agent, the sum of eleven hundred and eighty-eight dollars and fifty-seven cents, in full payment of the above account.

\$1,188.57.

M. G. EMERY & BRO.

Here is another bill of John Burns :

*For grading and paving streets around the Capitol and improving Capitol grounds.*

THE UNITED STATES,

To JOHN BURNS,

Dr.

November 23, 1873.—For final estimate for jointing and laying 3,666 superficial feet of Seneca flagging, at 11 cents .....	\$403 26
For jointing 897 superficial feet of Seneca flagging, at 6 cents .....	53 82
For furnishing 275 superficial feet of North River flagging, at 55 cents .....	151 25
For 68½ days' services of stone-cutters, at \$5 .....	342 50
For 24 days' services of laborer, at \$2 .....	48 00
	<hr/>
	1,018 83

Credit :

By approximate estimate, November 8, 1873 .....	\$270 03
By approximate estimate, November 22, 1873 .....	250 03
	<hr/>
	500 06
	<hr/>
	518 77

A true copy :

B. R. COWAN,

*Acting Secretary.*

I certify that the articles above charged have been received, and services performed that they were necessary for, and have been or will be applied to grading and paving streets, &c., around the Capitol, and for improving Capitol grounds; and that the prices were, in my opinion, just and reasonable.

EDWARD CLARK,

*Architect in Charge.*

Received, Washington, D. C., this 29th day of November, 1873, from R. Joseph, disbursing agent, the sum of \$518.77, in full payment of the above account.

\$518.77.] (Signed in triplicate.)

JOHN BURNS.

In regard to another bill which I submit, copied from a voucher filed in the Treasury Department; I present this. Before presenting it, I will state that it is a bill for laying flagging and foot-ways; several different items, at 85 cents a square foot, aggregating \$15,345.02. This bill was paid by check No. 831, August 20, 1869, from the Treasury of the United States, and is certified to by N. Michler, major of Engineers of the United States, and brevet brigadier-general of the United States Army, who was in charge of public buildings and grounds at that time. It is as follows :

*Appropriation for repaving in front of the War Department on Pennsylvania avenue, and on Seventeenth street, with stone flagging.*

THE UNITED STATES,

To M. G. EMERY,

Dr.

Aug. 29, 1867.—For laying a flag pavement in front of the War Department on Pennsylvania avenue, and on Seventeenth street, viz: From west gate of President's House to corner of Seventeenth street, 7,315' 2" square feet, at 85 cents....	\$6,217 92
From corner of Seventeenth street to War Department, 4,682 55 square feet at 85 cents .....	3,980 16
From War Department to Navy Department, 3,811' 24" square feet at 85 cents .....	3,239 55
For 519' 7" square feet additional flagging in underdrain sewers, &c., at 85 cents .....	441 74

Aug. 29, 1867.—For 17 days masons and stone-cutters laying drains, sewers, &c., at \$5 .....	\$85 00
For 19 days of attendance of laborer, at \$2 .....	38 00
For 1 circling granite curbstone, 2 feet 6 inches, at \$3 .....	7 50
For 9 barrels cement for sewers and drains, at \$2.75 .....	24 75
For 670 linear feet of 10-inch curbing set, at \$1.50 .....	1,005 00
For taking up and resetting 1,527 square feet of flagging, at 20 cents .....	305 40
Check No. 831, August 29, 1867, on Treasury United States, for .....	15,345 02

Received at Washington City, D. C., this 29th day of August, 1867, from Bvt. Brig. Gen. M. Michler, Corps of Engineers, the sum of \$15,345.02, in full payment of the above account.

\$15,345.02.] (Signed in duplicate.) M. G. EMERY.

I certify that the within account is correct and just; that the articles were received; that the services were rendered, and that they were necessary for, and were applied or will be applied to, the purposes set forth herein under the head of "Application," and will be accounted for in my return for the third quarter of 1867.

N. MICHLER,  
Major of Engineers, Bvt. Brig. Gen., U. S. A.

Here is still another to M. G. Emery :

B. B. FRENCH, *Commissioner of Public Buildings,*

	To M. G. EMERY,	DR.
May 31, 1866. For 3,000 feet superficial, of extra thick select flagging, cut and laid in cement on Seventeenth street, in front of Navy and War Offices, at \$1 per foot .....		\$3,000

Correct :

J. W. ANGUS,  
General Superintendent.

June 14, 1866. Received from B. B. French, Commissioner of Public Buildings, the above amount of three thousand dollars, in full of the above account.

M. G. EMERY.

In regard to the prices charged the Government for flagging at Farragut Square and P-street circle, I submit the price charged and paid to M. G. Emery & Brother by the United States, for grading and paving the circle at Fourteenth street and Massachusetts avenue. The statement is as follows :

(Form 8.)

*Appropriation for grading and paving circle at Vermont and Massachusetts avenues.*

THE UNITED STATES, (for flagging,)

	To M. G. EMERY & BRO.,	DR.
1871.—To 3,552 cubic square feet Seneca flagging, \$1.25 .....		\$4,440 62
To 728 square yards trimming, 15 cents .....		109 20
To cutting 100 notches for posts, \$1 .....		100 00
To 115 cart-loads of sand, \$1 .....		115 00
To 8 barrels of cement, \$3.12½ .....		25 00
		4,789 82

Received at —, this — day of —, 187 —, from —, Corps of Engineers, the sum of — dollars and — cents, in full payment of the above account.

Check No. —, dated —, 187 —, on — for \$—.

(Signed in duplicate.)

I certify that the above account is correct and just : the articles to be (or have been) accounted for in my return for the — quarter of 187 —.

(Signed)

N. MICHLER,  
Major of Engineers.

Q. Footing that up I find the actual cost of that flagging around the Fourteenth street circle was \$135, as paid by the engineer in charge of the public buildings and grounds, General Michler.

By Mr. MATTINGLY :

Q. State in that connection the price charged by the board.—A. The price charged by the board is \$1.25 for the flagging similar to that laid around the Fourteenth street circle, the difference being that it is bluestone instead of Seneca; the bluestone being much better.

By the CHAIRMAN :

Q. You think the bluestone is better than the Seneca?—A. I think so; and for the other flagging I think it was 90 or 95 cents that they charged to the Government.

Q. Have you a statement made by the different engineers employed by the board in regard to cross-sections, and how many streets were cross-sectioned, and the total number approved by the board?—A. Yes, sir; I have had a statement prepared in regard to the time of appointment and time of dismissal of the different engineers. The record is as follows :

A. B. Mullett, appointed chief engineer May 17, 1871; resigned August 24, 1871.

William Forsyth, appointed assistant engineer May 17, 1871.

George S. Green, appointed chief engineer August 24, 1871; relieved December 16, 1871.

A. B. Mullett, appointed consulting engineer August 24, 1871; re-appointed chief engineer December 16, 1871; resigned April 30, 1872; resigned as consulting engineer and as member of the board of public works October 23, 1872.

B. Oertley, appointed assistant engineer October 13, 1871.

Charles E. Barney, appointed assistant engineer November 16, 1871.

R. C. Phillips, appointed chief engineer April 30, 1872; resigned January 15, 1873.

S. F. Bodfish, appointed assistant engineer May 20, 1872.

J. A. Partridge, appointed assistant engineer July 17, 1872; resigned January 1, 1873.

Adolf Cluss, appointed engineer in charge, December 26, 1872.

By the CHAIRMAN :

Q. Who prepared that statement?—A. It is taken from the journal of the board. As the question has come up several times in regard to the measurements, and by whom made, and the number of accounts signed by assistant engineers from June, 1871, to April 23, 1874, it is as follows :

*Number of accounts signed by assistant engineers from June, 1871, to April 23, 1874.*

	1871.	1872.	1873.	Total.
C. E. Barney .....		812	502	1,314
William Forsyth .....	42	464	71	577
B. Oertley .....	7	25	100	132
Total signatures .....	49	1,301	673	2,023

Certified to.

ADOLF CLUSS,

*Engineer in Charge, April 24, 1874.*

I submit also the following letter from Mr. Barney, assistant engineer, May 6, 1874:



BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA,  
OFFICE OF CHIEF OF ENGINEERS,  
*Washington, D. C., May 6, 1874.*

SIR: In looking over the list of contracts I find that upon 131 contracts for grading, cross-sections were made and used in the calculation.

Eighty-seven contracts where cross-sections were not made to ascertain the amount of grading.

Twenty contracts where cross-sections were taken but not used to ascertain the amount of grading.

Upon nearly all other streets upon which no work has been done cross-sections have been taken—are on file in this office.

Very respectfully,

CHAS. E. BARNEY,  
*Principal Assistant Engineer.*

HON. A. R. SHEPHERD, *Governor District Columbia.*

By the CHAIRMAN:

Q. Have you stated all you desire to say in reference to cross-sections?—A. I think so. That is a history of the whole matter.

Q. I would like to ask you, in this connection, whether or not you gave any orders to any of your engineers, or to whoever was your engineer at the commencement of your duties, with reference to preparation of the ground for improvement?—A. Yes, sir: very stringent instructions were given. I may as well remark here, at the commencement of the operations of the board, Mr. Mullett was made the engineer in chief merely until some proper person could be found to fill the position; and I may remark in passing, that it is a very difficult thing to get a proper engineer—a man who combines executive ability with scientific knowledge. We sent to New York and got here General Green, who had a reputation second to no engineer in the country. He was employed on the Central Park, employed in New York, and is now employed there. General Green came on, and was quite an old man. After serving for two or three months, I found that he was involving us in a great many errors; that he was not an efficient executive officer. He would from his office fix grades without any reference to the contour of the streets, as they existed, and without regard to the wishes of the people. I remember one instance at the corner of Fourteenth and New York avenue, near where Senator Thurman lives—where the houses would have been buried about three feet if we had not managed to get there in time to stop it. I then made an arrangement with Mr. Green—made a bargain with him to prepare a general plan of the sewerage of the city. We made a contract with him with regard to that. The plan of sewerage was prepared in the winter of 1872, and a very excellent plan it is, with certain modifications. The sizes of sewers have been increased in some particulars. The order of the board at that time was that cross-sections should be made in every instance, and the grade-points and levels should be established before the work was begun. The work began, and the best was done that could be under the circumstances. It was very difficult to get proper help in the matter, or proper levelers and assistant engineers. Judge Jewett will probably know, as he has had experience in railroading, that it is a most difficult thing in the world to get a proper leveler, and an engineer who combines executive ability with a knowledge of his profession.

Q. State as to any instructions given by you to Mr. Oertly to measure John O. Evans's work.—A. Mr. Barney was very much pushed with his work; Mr. Oertly was the office-man, the deputy engineer. I said to Mr. Oertly, "I wrote you to take charge of this filling of the canal and the fixing of the grades there. It is all together and you can attend to

it without interfering with your duties, and Mr. Barney can go on with his work. He has at present as much and more than he can well attend to." That is the history of Mr. Oertly's having anything to do with the measurement of that work.

Q. State why work was not continued upon the digging cellars of the new city-hall building on Pennsylvania avenue.—A. Merely because the force was wanted somewhere else. The work was commenced and some contractors failed to finish up their work, and we had to have their work finished.

By the CHAIRMAN :

Q. I observe some digging going on there now.—A. Yes, sir: they are digging out the foundation for a cellar. I stopped them this morning, at the request of Senator Morrill.

Q. State the amount properly payable by the Government for its share of the improvements, and in its relations generally existing between the District government and the United States.

The CHAIRMAN. I do not know as I understand this.

Mr. MATTINGLY. That is a mistake of the copyist in drawing off that question.

The WITNESS. I think it is all stated in my answer. It is all summed up in a nutshell. That 45 per cent. of the property of the District pays all the taxes. The Government owns about half of the property, and has remitted about 5 per cent. of the remainder to churches and schools and benevolent institutions, and does not pay any on its own property—that is, general taxes—so that really 45 per cent. of the real estate pays all the taxes.

Q. And that is the only property taxed?—A. That is the only property that is taxed.

Q. Do you issue licenses here for the District government?—A. Yes, sir.

Q. State the reasons for the present embarrassed condition of the District.—A. Well, I think it is stated in my answer pretty plainly. The passage of the general tax law, at the last legislature, made an abatement of three-fourths of one per cent. a month on all taxes. Shortly after this, the financial crisis came on, and money has been worth more than nine per cent. a year to almost everybody, and the payment of taxes has been deferred. There is no penalty for non-payment. They do not fall due until July, and there has been no way, therefore, of meeting the demands of the government.

Q. If all your taxes had been collected, would you have had means to carry on your work?—A. If all our taxes had been collected we would have means enough to pay every dollar that the District owes to school-teachers, firemen, and all its employes; and if the assessments were in such shape that the money on them could be collected, the board of public works would not be short over \$1,000,000 or \$1,500,000.

The CHAIRMAN. Mr. Mattingly, those are all the questions submitted to me to be asked the governor.

By Mr. THURMAN :

Q. I want to get a clear understanding of the indebtedness of the District. I do not think that I have obtained a correct idea of it from your answer. I probably have overlooked something. Will you take your answer and turn to page 23? On page 23 the debt of the old corporation of Washington is stated at \$1,096,801.01; of Georgetown, \$251,689;

of the levy court, \$1,699.90; making an aggregate of \$4,350,189.91 as the debt of the old governments—as the entire debt.—A. Yes, sir.

Q. Then on page 24, in answer to this question—the question is on page 23:

Question. What is the present indebtedness of the District, (excluding the above—*id est*, the indebtedness of the District government;) and, (a.) how is the same evidenced? (b.) describe the bonds or different series of bonds, giving their dates, amounts, time to run, and rate of interest.

Answer. The accompanying table furnishes the answer to the above question, so far as relates to the bonded debt of the District. The amounts due on account of current appropriations which, under the laws of the legislative assembly, are “payable out of the appropriate funds derived from the taxes, &c.,” are shown in the report of the auditor of the District, furnished in answer to question “E,” amounting to \$497,870.32.

Q. Now, the bonded debt of the District government is here stated on page 24 at \$5,527,850. Does that include all the bonds that have been issued for making improvements?—A. Yes, sir.

Q. The bonded certificates of the board of public works?—A. Yes, sir.

Q. Then, on page 25 I find—

Outstanding indebtedness, as per statement of the auditor,	
to February 1, 1874.....	\$497,870 32
Estimated liability for salaries of officers, employes, support of schools, police, fire department, payment of interest and sinking-fund on bonds, and contingent expenses for the year ending June 30, 1874.....	850 000 00
	<hr/> \$1,347,870 32

Now, do those sums, or the amount due by the old corporations, aggregate \$11,225,910.23? Do I understand you that that is the entire amount of the indebtedness?—A. The bonded indebtedness, with the old indebtedness of \$4,350,189.91, is a little less in the aggregate than \$10,000,000. This indebtedness of \$1,347,870.32, which is to accrue—on page 25—part of it is due, and part of it to accrue; and up to June 30, 1874, is, under the law levying the tax, payable out of the funds derived from taxes, and is not treated as a debt, the current revenues when collected being sufficient to meet that expenditure.

Q. Do you estimate that this \$11,225,910.23 covers all the liabilities of the old governments and the present government up to the 30th of June, 1874?—A. Yes, sir.

By the CHAIRMAN:

Q. And the board of public works?—A. No, sir; not the board of public works.

Q. Excluding the board of public works?—A. Yes, sir.

Q. I thought you said that the debts \$5,527,850 included the bonds that had been issued on account of the board of public works?—A. They do.

Q. They include \$2,000,000 sewer-bonds?—A. No, sir; those are not bonds. Those are sewer-certificates, based upon assessment-certificates. They are not a debt of the District.

Q. This eleven and a quarter millions included all the indebtedness except indebtedness incurred by the board of public works; is that it?—A. Yes, sir.

Q. Now, please state how much is the indebtedness incurred by the board of public works; that is what I have not been able to find.—A. If you will turn to page 463, you will ascertain that.

Q. I find there liabilities, \$4,552,958.70; that is to be added, then, to this eleven millions?—A. No, sir; you are to take the assets from that.



Q. I am getting at the total liabilities. That makes an aggregate of \$15,778,869.99; now, in that aggregate are the two millions of sewer-certificates included, or are they to be added?—A. There has only been about a million and a half of those issued.

Q. Whatever amount has been issued, are they in this sum of fifteen millions?—A. No, sir; they are not in that sum.

Q. Please give us the amount of the outstanding sewer-certificates.—

A. You can put it down at a million and a half; I cannot give it to you exactly, because they are fluctuating all the time; they are paid in every day on account of taxes. O, excuse me a moment, about a million of dollars will cover it.

Q. A million of dollars will cover the outstanding sewer-certificates?—

A. The outstanding sewer-certificates; yes, sir.

A. That, then, leaves a million sewer-certificates still in the possession of the government?—A. Well, there have been paid in over \$500,000 on account of sewer-taxes, between \$500,000 and \$600,000 redeemed, and the board has \$450,000 of them hypothecated to borrow money on.

Q. Then, that is just what I was going to ask you, whether any of the million that the board has not sold or disposed of, or that the government has received in payment of taxes—whether any portion of that had been hypothecated. You say about \$450,000 have been hypothecated?—A. Four hundred and fifty thousand dollars have been hypothecated, and between \$500,000 and \$600,000 collected in. That leaves about a million in round numbers outstanding.

Q. Where are these \$450,000 hypothecated?—A. In New York, with Morton, Bliss & Co.

Q. To secure a loan payable when?—A. Payable on demand. You will find that in outstanding bills payable; the last item in the liabilities clause.

Q. Of the board of public works?—A. Yes, sir.

Q. Five hundred and five thousand, two hundred and twenty-eight dollars and ten cents. Did I ask you when that indebtedness is payable?—A. It is payable on demand, bearing 7 per cent. interest.

Q. That makes \$16,778,868.99?—A. Yes, sir.

Q. Does this include all work that has been done by contractors and is not yet paid for?—A. Everything.

By Mr. STEWART:

Q. Up to what date?—A. Up to the date of this report; there has been little done since.

Q. What is the amount that you put down in your answer that will be required to complete the contracts that have been let?—A. In round numbers about a million and a half dollars.

By the CHAIRMAN:

Q. All the contracts?—A. Yes, sir.

Q. That does not include the sewers?—A. Yes, sir; it includes everything.

By Mr. THURMAN:

Q. These assets and securities on hand; what are they—sewer bonds?—A. Those are the sewer-bonds, and a lot of other bonds and certificates.

Q. What is the meaning of this, an asset: "Balance due on account of general sewerage from District of Columbia"?—A. The sewer law levied a tax of twenty-three hundred and odd thousand dollars, and only appropriated \$2,400,000, leaving a balance due, assessed and taxed,

but not appropriated, to be appropriated. I suppose it was an oversight.

Q. Of that amount, \$197,000?—A. Yes, sir.

Q. Assessments yet to be realized, as per statement of auditor, \$2,446,360.—A. If you will turn to the next (third) page, (statement of Auditor J. C. Lay,) you will find his estimates of the amount to be yet received on account of assessments.

Q. Is that for sewerage, and also for street improvements?—A. No, sir; street improvements alone.

Q. Street improvements alone?—A. Yes, sir.

Q. Did you add amount due from the District of Columbia for cleaning and repairs of streets, pumps, market-houses, &c., \$350,203.60?—A. That is advances made by the board for cleaning streets and repairing pumps and market-houses, lamps, and things of that kind, to be reimbursed by the District of Columbia.

Q. That was an amount advanced by the board of public works?—A. Yes, sir.

Q. Then, all these sums each go to make up this aggregate of assets of \$3,765,299.62, on page 463, with the exception of the last item, which is "Amount of property on hand, as per report of superintendent of property, \$118,150.45;" all those items, with that exception, consist of taxes or assessments that are to be paid by the people, the tax-payers?—A. By the property-owners; yes, sir.

By Mr. HUBBELL:

Q. Be kind enough to explain that balance due on account of general sewerage from the District of Columbia; I do not understand that.—A. The law which levied that tax, levied a tax of about two million three hundred and ninety odd thousand dollars, but only appropriated \$2,100,000 of it, leaving \$197,000 taxed and assessed, but not appropriated. It was an oversight in the law.

By Mr. WILSON:

Q. It is not an asset, then, until it is appropriated?—A. Well, but the tax is collected for sewerage purposes.

Q. Well, I simply want to get at the fact.—A. It requires the action of the legislature to make an available asset.

By Mr. THURMAN:

Q. In Mr. Lay's statement, page 464, he puts down the total amount of expenditures on account of improvements, \$15,652,685.25. He then says "one-third assessable." Of that amount is one-third assessable on private property?—A. Yes, sir.

By Mr. STEWART:

Q. That does not include sewerage improvement?—A. No, sir; that is about the amount that is assessable.

By Mr. THURMAN:

Q. Without including sewerage?—A. Without including sewerage.

Q. Are those \$5,217,561.40 now due? The time is extended, is it not?—A. Yes, sir; you will see there, "deduct improvement-certificates." At the last session of the legislature they authorized the anticipation of \$2,000,000 of the assessment by what is called the greenback certificates, predicated upon assessment-certificates as collateral, the assessment-certificate being deposited with the commissioners of the sinking-fund, and these greenback certificates being issued to make those certificates available, the commissioners of the sinking-fund set-

ting the account. I do not know as you understand that : do you get it clearly ?

Q. Let me see if I understand you. Here were five millions and upward assessable against individuals ?—A. Yes, sir.

Q. And, as representing that, the government issued what were called tax-certificates or assessment-certificates ?—A. Yes, sir.

Q. For the whole five millions ?—A. No, sir; for only two millions of it.

Q. Then, after that, under an act of the legislature, two millions of improvement-certificates were issued ?—A. No, sir; there was only two millions altogether.

Q. There had been nothing issued and hypothecated or sold except before the issue of these two millions ?—A. No, sir; except the assessment-certificates there. Before the passage of this law, certain work was finished and assessment-certificates issued to the amount of \$771,201.36, which assessment-certificates were sold, and the proceeds applied to the improvement.

Q. Then those assessment-certificates of \$771,201.36 are a part of these \$5,217,000 ?—A. Yes, sir.

Q. And the improvement-certificates issued by the legislature for two millions were to enable you to anticipate the collection of these assessments against individuals ?—A. Yes, sir; to make a portion of the assessments that were to become due available.

Q. The balance here of \$2,446,360.04, which is not covered by these others, is just a charge on the books against the property-holders ?—A. Yes, sir; it is to be assessed against the property.

Q. It is not represented by any kind of security that has been put on it ?—A. O, no, sir; just the assessment on the books.

By the CHAIRMAN :

Q. After the property-holders had been notified ?—A. No, sir; they have not been notified. The assessments are being put out. The organic act is such that they have to finish the street before we can put out an assessment, which is a mistake. The assessment is not available at this time; it is not until the assessment-certificate is put out and sold.

Q. And the whole street improved ?—A. And the whole street improved.

By Mr. THURMAN :

Q. Now, here is an amount due from the District of Columbia for cleaning and repair of streets, pumps, market-houses, &c., \$350,203.60; that, as I understand, was money advanced by the board of public works to the District government ?—A. Yes, sir.

Q. And used by the District government for this purpose ?—A. You know under the law all work of that description is put under the board of public works. All cleaning of streets, and, by special legislation, the erection of market-houses, were put under the board of public works; and the repair of pumps; everything of that kind appertaining to the streets, comes under the board. The plan heretofore has been for the board to go on and keep the streets repaired, clean them, keep the pumps and gas in repair, and the market-houses, and do whatever was necessary, and, when the legislature met, to make up a statement of account and send it in to them, and cover it by an appropriation from them to re-imburse the board for this outlay.

Q. How long a period of time is covered by this amount of 350,000 and odd dollars ?—A. About a year, sir.



Q. What proportion of that \$350,000 was incurred for cleaning and repairs of streets?—A. I do not know; I should judge about \$150,000 to \$200,000 of it.

Q. Those are repairs of streets other than those that were made by contract?—A. Principally cleaning streets, sir; the cleaning of the streets and the alleys. This city—I do not know whether you have noticed it—but it is cursed with alleys; every square has from one to four and five alleys. They have to be paved and cleaned; and those are the places where nuisances most do congregate. It costs us more to take care of the alleys than it does the streets as a matter of health.

Q. Is the cleaning of these alleys and streets let by contract?—A. Yes, sir.

Q. Do you know how much those contracts for the annual cleaning aggregate?—A. Well, they have only recently been let by contract. Before, it was done by day's work. I think the aggregate of cleaning the streets and alleys will run from \$240,000 to \$250,000 a year; and cleaning the sewers, which is a very important matter—taking the deposit out of the sewers.

Q. Is that included in this \$350,000?—A. Yes, sir; it is included in that; everything except what is a permanent improvement.

Q. The repair of the pumps would not be a large sum, I suppose?—A. It would amount to \$30,000 a year. It is being decreased now, because we have taken out a great many of them. But that was one of the greatest leaks the board of public works had when they started.

Q. Have you any idea how many there are in the city?—A. I think one of our reports shows there are several hundred of them.

Q. Is not the water that is used in the city mostly from the water-works?—A. It is now, because the water has been distributed very generally since we came in; the water-main has been laid, and the pumps—wherever we laid the water-main we took the pumps out.

Q. Under the old system, did the Government take care of the pumps, or were they specially taxed on the property-holders?—A. The corporation took care of them; it came out of the general fund.

Q. "Cleaning market-houses." What market-houses were those?—A. That refers not to cleaning the market-houses; it refers, first, to the erection of market-houses. Appropriations were made for this purpose, and the board of public works carried them out, and in some cases made advances; the account was overdrawn.

Q. That does not include the market-house at Seventh street and the avenue?—A. O, no, sir; it has no connection with it at all. The District government have put up, since they came in, one very fine market—the Eastern Market, and are building two others. There is the Northern Market, the Western Market, the Georgetown Market, the Eastern Market, and the Northeastern Market.

By the CHAIRMAN:

Q. Does this cleaning of the alleys and the sewers apply to Georgetown?—A. Yes, sir; it applies to the whole District.

Q. You keep no separate account of that work as between the two cities?—A. O, yes, sir; the board keep an account.

Q. They do it all and keep an account of the two cities?—A. Yes, sir; they do it, and keep an account of each section.

By Mr. THURMAN:

Q. Can you give us the data from your answer that will enable us to see how much has been paid for printing in the District since the new

government came into operation?—A. I have furnished that for Judge Jewett, sir: I can give it to you from the last investigation.

Q. Has there been none since that?—A. Yes, sir; but the bulk of it was all before that. All that has occurred since has been merely ordinary routine work. There were very heavy expenditures before that time.

Q. Apart from the cost of improvements, schools, and printing—leaving that out for the present—about how much has been required to carry on the government in the District since it went into operation—about what annual cost?—A. The expenses of salaries, when I came into the office, were about \$160,000, if my memory serves me right.

Q. That is the annual salaries?—A. Yes, sir. I reduced them about \$50,000, or as much as I could under the law. You will find, by reference to page 465, the expense of lighting the city alone is \$139,940 93, of which the city pays all except \$4,950.18.

Q. That includes the price of the gas?—A. Yes, sir.

Q. What does the gas company charge the city?—A. They have been charging \$3.50.

Q. Do you know what they charge individuals?—A. They charge about the same.

Q. Do they make any abatement to the city?—A. No, sir; well, they light it at so much a lamp; I think the price is about thirty dollars a lamp—from thirty dollars to thirty-three dollars.

Q. Will that come to about the same price that is charged private individuals?—A. Well, that is difficult to determine. The bill which you passed yesterday in the Senate will lessen the cost.

Q. Yes, I know that; but I wanted to get at the fact whether the gas company charges as much to the District government as they charge to individuals?—A. Very nearly, sir; there has been very little difference until this bill.

Q. Does the gas company or the city keep the lamps in repair?—A. The city.

Q. And furnishes lamps and lamp-posts?—A. The city furnishes the lamps and posts; yes, sir.

Q. You say that you cut down the salaries; did I understand you that you cut them down \$50,000, or about that amount?—A. About \$50,000, I think, was the amount of reduction that I made.

By the CHAIRMAN:

Q. That would make them \$110,000 now?—A. It is in that neighborhood.

By Mr. THURMAN:

Q. That is exclusive of schools?—A. That is exclusive of everything except salaries.

Q. How are the expenses incurred by the board of health paid?—A. They are paid by the United States Government; the salaries of the board of health are paid, and they have got an appropriation every year.

Q. From the legislative assembly?—A. No, sir; from the General Government. They got from the legislative assembly, I think, \$25,000 last year; about as much more, probably more than that, from the General Government.

Q. How is that money employed by them?—A. They employ it in preserving the health of the city, I believe, in sanitary matters: they have their inspectors, and all that sort of thing.

Q. Does that board of health make orders and rules?—A. Yes, sir; they pass ordinances.

Q. How are they enforced?—A. Well, I do not think they have ever enforced any. I do not think there has ever been any occasion for it. They can, through the police court. Yes, they have, in one or two instances, abated nuisances through the police court.

Mr. MATTINGLY. The law authorizes the board of health to declare what are nuisances, injurious to health; and they undertook to abolish a soap-factory up here on G street that has been there for the last twenty or thirty years; they declared that to be a nuisance, injurious to health, and that question has been argued before our supreme court of the District, and is still undecided, I think, involving the power of the board.

Mr. THURMAN. Does the board of health make ordinances?

Mr. MATTINGLY. Yes, sir; they pass regular ordinances, just as any municipality do.

Mr. THURMAN. And affix penalties?

Mr. MATTINGLY. Yes, sir.

Mr. THURMAN. Do the courts enforce those ordinances?

Mr. MATTINGLY. That is a question now pending.

Mr. STEWART. There is some doubt whether the board will abolish the soap factory or the soap factory abolish the board?

Mr. MATTINGLY. They undertook to exercise legislative functions.

Mr. THURMAN. I want to know how many law-makers there are in the District.

Mr. MATTINGLY. Well, sir, you have given us a good many.

Governor SHEPHERD. In reply to your question about the cost of pumps, I see that for fifteen months, from September, 1871, to December, 1872, it cost \$31,000 for repairs of pumps.

By Mr. THURMAN:

Q. Was the number of pumps given there?—A. No, sir.

By the CHAIRMAN:

Q. How much does the District pay to this board of health annually?—A. I think the appropriation last year was \$25,000.

Q. They have no control over the District funds, except through an appropriation?—A. Do you mean the board of health?

Q. Yes, sir.—A. O, no; the appropriation is made to them absolutely. They disburse it.

Q. It is paid over to them?—A. Yes, sir.

By Mr. BASS:

Q. Have you a list of appropriations made by this District legislature since it was established, and the object for which the money was used?—A. I can give them to you from the appropriation bills directly.

Q. They are all included in that volume?—A. Yes, sir.

By the CHAIRMAN:

Q. They have one general appropriation bill?—A. Yes, sir.

Mr. STANTON. There are two; there is generally a deficiency bill also.

The WITNESS. They pattern after Congress pretty closely in that respect.

By Mr. BASS:

Q. Have you made up an estimate of the expense for the ensuing fiscal year on approximate estimate?—A. No, sir; the estimate has not been made up. It is usually done and submitted to the legislature, but, on account of the pending investigation, I did not do it.



By the CHAIRMAN:

Q. You have in the District a governor and a legislature?—A. Yes, sir.

Q. Is there any limit on the power of the legislature, that you know of, to make laws?—A. Yes, sir; it is limited in the organic act.

Q. There is no limit except that in the organic act?—A. None, sir.

Q. Then you have a board of public works?—A. A board of public works.

Q. And a board of health?—A. Yes, sir; and a board of police commissioners.

Q. Consisting of five or three commissioners?—A. Five commissioners.

Q. I find various superintendents—superintendents of water, superintendents of gas, &c. State the number of them.—A. They are subordinate officers to the board of public works. All except the water-registrar and the superintendent of lamps are District officers, under the control of the board of public works. You will find all the officers in the acts of the legislative assembly.

Q. There is an act creating a vast number of offices?—A. That is it, sir.

Q. You said that you reduced the salaries?—A. No, sir. I did not reduce the salaries, I reduced the offices.

Q. And thereby reduced the expenses?—A. Yes, sir. I did not appoint them. I vacated the offices. For instance, they had a collector and three deputy collectors. I appointed a collector, and vacated the three deputy collectors. I think it is a great deal more efficient than they were with four.

Q. In that way you reduced the expenses of the District government?—A. Yes, sir.

Q. Is this police commission in any sense under the control of the governor and legislature?—A. No, sir; there is no connection with them at all. They are appointed by the Government.

By Mr. THURMAN:

Q. That is the Capitol police?—A. No, sir; the Metropolitan police; they are appointed by the President and confirmed by the Senate. The Government pays two-thirds and the city one-third.

By the CHAIRMAN:

Q. Please state how you make up \$2,560,000 charged against the United States on account of sewerages.—A. It is \$2,740,681.83. By turning to page 17, you will find that, carrying out the assessment on the areas of ground belonging to the United States in detail, as it is there, it aggregates \$604,566.15. Then the area of the streets and avenues, carried out at the same rate which the property-owners are taxed, makes up the difference and the \$2,740,000. The assessment at the same rates charged to private-property owners, on the parks and reservations of the United States, aggregates \$604,566.15; and the same rate of taxation charged to private property on the avenues and streets makes the sum total of \$2,740,681.83.

Q. That is assessing the avenues and streets?—A. Putting a sewer-tax on the avenues and streets, which have to be drained.

Q. Do you do that at the rate of twenty mills and eleven mills, &c., on the dollar?—A. No, sir; just at the same rate that it is assessed in the different localities. I had the table made up, and have it.

Q. Is the item of a million of dollars made up in this way?—A. No.

sir. At the last session of Congress there was a general disposition that the Government should pay all the expense of improving the avenue that was not assessed upon private property, and we submitted a bill or statement of expenditures, amounting to \$1,700,000. They cut off \$700,000 when the thing came up in the Senate, and left that to stand over until this session. Since that time there has been about \$300,000 worth of work done, which makes up the million here on account of the avenue. In regard to avenues, it might be well to remark that in no other city do you find such thoroughfares—do you find such streets. If this city were merely intended for anything but a capital there would be no need of them, and they would be taxable, and pay a revenue as other property does. But here you find that 54 per cent. of the whole area of this city is in streets, avenues, and reservations owned by the Government.

Q. In making up your table of assets you do not include the amount due from the United States?—A. No, sir; we do not treat it at all.

Q. You do not treat it as an asset?—A. No, sir; I find here, by reference to page 33, a tabular statement of the area of avenues and streets and the drainage-section of the city of Washington, aggregating 90,357 240 square feet at the same rates of assessment charged private-property owners in the various sections, namely, 5 mills, 11 mills, and 20 mills. The aggregate tax would be \$1,699,733.80.

Q. In making up that estimate, would you charge the Government property just as you would private property?—A. Yes, sir; just at the same rates.

By Mr. THURMAN:

Q. I was not in this morning when you explained these sewer-districts. One thing has puzzled me, upon which I should like to hear your explanation; and that is, why this district in which we now are, No. 5, I believe, should have been assessed at 2 cents a square foot for these main sewers, when, according to the way I make it out, looking at the map, about  $\frac{3}{5}$  of the district is drained into the Anacostia or into the Potomac, and is not at all benefited by these sewers?—A. I think you are mistaken about the area drained into the others. If you will look at this ridge here straight through to the river, and then take Boundary street, that whole valley is drained by the Tiber.

Q. The divide is about A street, northeast?—A. Yes, sir.

Q. Now all south of that is either a plateau, that needs no main sewer at all, needing nothing but ordinary street-sewers, as it lies on a slope toward the Anacostia or toward the Potomac?—A. It needs a large brick sewers, one of which we have built on Seventh street, a brick sewer five or six feet in diameter; and it needs other sewers of that kind, into which the lateral sewers can be turned. You cannot run small pipe-sewers from East Capitol street down to the river. You have to run them into large sewers; the idea is to build the Seventh-street and Eleventh-street main sewers, into which these lateral pipe-sewers will run.

Q. Is the cost of main sewers included in the amount to be raised by this assessment?—A. Yes, sir.

Q. Is that supposed to be sufficient for all that?—A. Amply, sir; it was made on a plan.

Q. What main sewers were projected for that?—A. I think there are three main sewers in that section of the city. There is one quite large sewer built here already, on D street, in this section, which commences at the canal and comes up just below Judge Holt's place, if you recollect, up in front at D street, on New Jersey avenue. It commences at

the canal and runs northeastwardly. I think that is a 7 or 8 foot sewer, coming up and ending by the Eastern Market. It ends in the Government reservation between Fourth and Sixth streets.

Q. Out by Lincoln Square?—A. No, sir; this side of it. There is one sewer that drains this way into the canal, and will empty into this arch that is now being extended from Maryland avenue down to James Creek. That section of the city will drain into that sewer, and does do so. Then when you get down to Seventh street there is a main sewer to be put down Seventh on the navy-yard, which runs directly to the river; and another, I think, on Eleventh, if my memory serves me right, commencing at the ridge—Eas. Capitol street—and running down and emptying into the river. Then north of that is the valley lying between this ridge and Boundary street, emptying into this sewer, which runs westwardly down this valley, and empties into the Tiber sewer.

Q. Where that slopes directly down to the Anacostia would begin about where—about how far east is it?—A. Well, sir, it would begin about Sixth street; it would begin about where this cross-sewer that I have been speaking of, D-street sewer, stops; just on that ridge where the Eastern Market is, and runs down into the river.

Q. When you get far out, though, there is a rapid descent toward the Anacostia, is there not?—A. O, there is a splendid fall there.

Q. That territory must be drained into the Anacostia?—A. It drains directly into the Anacostia.

Q. And the ordinary street sewers would be sufficient, would they not?—A. It would require a brick main sewer five or six feet in diameter to drain that section. Probably it would require two sewers. I think there is one on Seventh street and one on Eleventh street to drain that section. Up around Lincoln Square, if you will recollect, for the past ten years it has been a marsh or stagnant pond of water all that time. There has been no drainage whatever to it—down in that valley of which I have been speaking. Talk about 20 cents a foot! Why a sewer built there will double the value of the property, because squares upon squares have been and are overflowed at every heavy freshet, and there is no way to get the water off, and these sewers are being built for that purpose. Now, in this northern part of the city, out by H street, there is one of the best parts of the city; but it has been a swamp and morass—no way of draining it at all. People would not build there; but since this sewer is being put through people are beginning to look around and to build. I will give you an instance as a business man.

There is a square of ground between L and K streets north, and North Capitol and First streets, belonging to the Todd estate, which a few days ago I exchanged for improved property, some property on the avenue and some upon Seventeenth street, where I live. I would not have touched that square had it not been for this sewerage, because there would have been no way of draining it, and I could never have improved it at all. This tax of two cents a foot, while it is a matter of six or eight thousand dollars on the square, increases the value more than double for building purposes.

Q. You take a man's property that is worth only one cent a foot and tax him two cents a foot; although you increase the value of his property to double what it was before, that would just exactly pay the tax?—A. You will find very few cases of that description. I am looking at this thing in a general point of view. Of course there are individual cases where it bears somewhat oppressively, and you cannot frame a law that will not have such an effect, in certain cases; speaking on a broader basis, as to how it affects the general welfare, it is of incon-



ceivable advantage. Now, this District of which you speak, the average value of the ground per foot, as I submitted this morning in my tables, is 25 cents a foot. Now, what has kept this part of the city back has been the want of sewerage. It is swampy, marshy land, that people would not build upon. You can go right there, within five squares of the Capitol, and you will find fifty or sixty houses built because this sewerage is being carried out there and the land drained. Some one spoke of this flat down here by Buzzard's Point—ground that General Washington, in his will, valued at  $12\frac{1}{2}$  cents a foot. It has never been worth anything, never been developed, but the opening of this James Creek Canal and the grading of the streets alongside will double the value of that property. It is assessed now at 5 to 10 cents a foot, and would probably lay twenty years without increase in value; but the opening of this canal and the draining of this section of the city makes it habitable. It is a remarkable fact that General Washington, in his will, valued some lots down here, at Buzzard's Point, at  $12\frac{1}{2}$  cents a foot, more than they have ever been worth since.

Mr. MERRICK. That was before the day of railroads, and it was then thought that would be a great point of commerce; that the navigation and shipping of the world would be concentrated there.

By the CHAIRMAN:

Q. Now, right in this connection, please state the cost of this main sewerage. What is the cost of these main sewers—the total cost?

Mr. THURMAN. That is in the answer.

The WITNESS. That is in evidence somewhere. It is in the neighborhood of three million dollars.

By Mr. STEWART:

Q. Do you think that the reason that the improvements in the way of buildings have gone out toward Georgetown is because this part of it was wet, and needed sewerage?—A. I think so; and then it was the old story, you know, of killing the goose that lays the golden egg. These people up here held their property so high that building naturally went the other way.

Q. Is it supposed this swampy condition of the ground had anything to do with the health?—A. Right up this valley there has been a swamp for years. Until within the last two years, there was not a house built there; but now it has been built up from Maryland avenue to H street, a nice little village being built up there.

WITNESS. Judge Thurman, this morning I put in a statement as to the expenditures made under the old corporations for main sewers: what it had cost these different sections per foot, which is very interesting. The section which is spoken of being assessed at only 11 mills has paid some four cents—nearly five cents—a foot already under the old corporation for main sewerage, while this large section here has only paid  $\frac{36}{100}$  of a cent—a third of a cent. That is the disparity now. The disparity ought to be still greater in fact, but the plan adopted was to find the cost of finishing the main sewerage in each one of the particular sections, and assess it.

By Mr. STEWART:

Q. So as to equalize the sewer-tax?—A. Yes, sir.

The CHAIRMAN. Judge Merrick, do you wish to ask Governor Shepherd any questions?

Mr. MERRICK. We have a great many questions to ask him. I do not know whether we care about it this afternoon. We seem not to have a full committee.

The CHAIRMAN. Mr. Mattingly, have you any other witness?

Mr. MATTINGLY. We close our testimony with Mr. Shepherd, with the exception of these measurements. We do not know what the engineer's report will be.

Mr. THURMAN. I suppose it will necessarily be that when we come to take this testimony and collate it—get at the most material points of it—we may find it necessary to call some of the witnesses back, and, perhaps, some of the officers of the government, to explain particular parts of it. I have no further questions to ask of the governor now; but when we come to collate the testimony, we may have to call for explanation from some of the officers.

The committee thereupon adjourned till to-morrow morning at 11 o'clock.

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FRIDAY, May 8, 1874.

The committee met at 12.45 p. m.

G. H. WILCOX was recalled at his own request.

The WITNESS. Mr. Chairman, in the testimony of Mr. Storrs before this committee my name and those of several others were mentioned in an unjustifiable way. Mr. Storrs proposed to come before the committee and correct the statement which he made if he had an opportunity. As he has not had an opportunity, I desire simply to say that I never visited Mr. Storrs's room, except at his request, and while there Mr. Storrs incurred no expense on my account. He gave me a letter, which I have here, and which I ask to submit and become a part of the proceedings of this committee. He amends, probably, so far as he is enabled, for the unkindness he did me by the statement which he made.

By the CHAIRMAN:

Question. Is that all you wish to say?—Answer. Yes, sir.

The letter referred to is as follows:

MAY 5, 1874.

DEAR SIR: In my testimony before the investigating committee you appear to think that I have stated matters greatly to your disadvantage, and which I very much regret; and I also regret that I made it appear that you were an unwelcome visitor at my room. Our intercourse since that time has been of a social and agreeable nature, and I have now no reason to believe, from all that I have seen, but that your course in relation to the pending investigation since I knew you has been upright and straightforward, as you very well know my own has been.

This is not to be regarded as at all private or confidential.

Yours, truly,

E. A. STORRS.

G. H. WILCOX, Esq.

Governor A. R. SHEPHERD recalled.

By Mr. WILSON:

Q. You were asked the other day in regard to grading having been done by one contractor and the paving done by another contractor, and no deductions made on account of grading from the pavement. I understand you to say it was the fault of the engineer that that was done. Is that correct?—A. Well, you spoke in regard to one particular place,

Pennsylvania avenue east. You asked why it was not done there, if my recollection serves me right. I said that if that contract required it to be done by those parties, it should have been deducted from their settlement.

Q. Yes; but is it the fact or not that the grading was let to McNamara?—A. The grading was let to McNamara.

Q. The grading and macadamizing?—A. Yes, sir.

Q. Then the macadamizing was taken away from that contract?—A. Yes, sir.

Q. And the street was paved by De Golyer & McClelland?—A. Yes, sir.

Q. Do you regard it as the duty of the engineers in that case to take from the De Golyer & McClelland contract the grading, or make any deductions from it on account of grading?—A. I think some deductions should have been made.

Q. Do you think that was the duty of the engineer?—A. It must have been his duty. It could have been nobody else's.

Q. Why was there not some provision in De Golyer & McClelland's contract in order that that deduction might be made by the engineers?—A. Well, the provision was put in De Golyer & McClelland's contract similar to that in all other contracts, and the award was based upon the provision which prevailed regarding all contracts for patent pavements.

Q. Do you know of any other cases in this city where contracts for grading were let to one person and for the paving to another party, and no deduction made on account of the grading?—A. I know where grading and curb-setting has been let to parties, and the carriage-way has been laid by other parties. In most instances, however, that was done to facilitate the work. The board in many instances had not determined what kind of pavement to put upon the street, and were governed to a very great extent by the wishes of the property-owners in regard to streets which were paved. As I stated to you the other day, these two feet of grading were intended to apply to leveling off the streets—the old streets. The calculation was that it would average at no point over two feet, where the street was rounded up in the center, and it was intended to apply to the leveling off of the crown of the old streets.

Q. Do you know any cases where grading was deducted from a paving contract, the grading having previously been done by some other contractor?—A. I am not familiar with the measurements at all, sir; they were made by the engineer, and the matter left with him. He had the contracts and all the necessary data upon which to base his calculation.

Q. Were there any cases in which the engineers undertook to make these deductions and the contractors appealed to the board, and the board refused or declined to allow the deductions to be made?—A. I think there was one case on F street, all the papers relating to which have been put in evidence, I think.

Q. Were there any other cases, do you remember?—A. I do not recollect any, sir.

Q. Yesterday you said something, as I am informed, in regard to the sewer down Seventh street east. I was not present at the time you were examined in regard to that matter; I would be glad to have you state here again about that sewer.—A. I said my impression was that there were to be two brick sewers built in the section to which Judge Thurman had referred—one on Seventh and one on Eleventh street.

Q. They have not been built?—A. One of them has.



Q. Has the one on Seventh street been built?—A. No, sir; I think not.

Q. Is there any sewer down that street?—A. There is a sewer in Sixth street. The main sewer in Seventh has not been built.

Q. From what point to what point has that sewer been built?—A. My impression is that it is to start at the ridge—Pennsylvania avenue east, between that and East Capitol street—and empty into the river.

Q. How do you propose to get out past the railroad-tunnel?—A. There is a sewer under the tunnel now.

Q. You proposed to drop it into the sewer underneath the tunnel?—A. Yes, sir.

Q. What kind of a sewer is underneath the tunnel?—A. There is a brick sewer there that the railroad company built. The Baltimore and Potomac Railroad Company built that to carry off the water.

Q. Where does it go to?—A. It empties on the other side of the railroad-track. I do not know whether it has been continued to the river. I think not, however.

Q. You are reported yesterday to have said it needs a large brick sewer, one of which we have built on Seventh street, a brick sewer of five or six feet in diameter. That is a misprint?—A. Yes, sir; it should read Eleventh street. It is a misprint.

Q. You seem to have been misunderstood on that subject. That is the reason my attention was called to it. What has been the mode of letting contracts since the board of public works came into operation?—A. The mode of letting contracts has been to give the work at the prices fixed by the board to responsible parties, as far as it was possible.

Q. Was there any particular member of the board who was authorized by the board to let these contracts?—A. The vice-president of the board was the executive officer, and did most of the business. All contracts for any amount, of any size, were acted upon by the board and let by him by authority of the board or a majority of the board.

Q. Then, if I understand you, the vice-president had authority from the board to award these contracts, or signify the parties to whom the contracts should be let, and what contracts should be let, which was afterward ratified by the board?—A. No, sir; it was ratified before they were let, in all cases of any moment.

Q. They were, you say, in all cases let to responsible parties? Were they let to contractors in all cases?—A. To contractors; yes, sir.

Q. Do you know of any cases where contracts were let to parties who were not contractors, those parties afterward selling them out to persons who were contractors, and who were to do the work?—A. No, sir; I do not know of any case where they were let to parties without those parties came indorsed by some person as entirely responsible to do what they undertook to do.

Q. Do you know of cases where parties would go to the board or to yourself or any other member of the board, and propose to take contracts, the contracts to be performed by somebody else?—A. No, sir; no contracts were let in that way to my knowledge without they represented some firm or had connection with some firm; that point had to be established first—that they had connections which would enable them to do work promptly and well.

Q. Why was it that you did not negotiate with the parties directly who were to do the work?—A. We always did, sir, where such cases came up; that is, as far as I know.

Q. Do you know how many patents the Evans Concrete Company controlled?

The WITNESS. The Evan's Concrete Company?

Q. Yes, sir.—A. I don't know that they controlled but one patent. They may have had two or three patents, but they were merged into one here in putting down these pavements.

Q. They were merged into one company?—A. No, sir, into one patent; that is, the patents were merged into one company; yes, sir.

Q. Something like the wood pavements that were merged into the Metropolis Paving Company?—A. Well, the Metropolis Paving Company, as I understood it, had control of two different patents for pavements.

Q. Three wood-pavement patents?—A. The bid of the Evans Concrete Company specifies the kinds of pavement they were to lay.

Q. But do you know how many patent pavements they had control of?—A. I don't; I think Mr. C. E. Evans testified in regard to it; his testimony will probably give the information desired.

Q. Do you recollect of the \$1,000,000 appropriation having been made by Congress?

The WITNESS. An even million, do you mean?

Mr. WILSON. Yes, sir.

The WITNESS. To re-imburse—

Mr. WILSON. Yes, sir.

A. Yes, sir.

Q. Was there an account made out upon which that appropriation was predicated?—A. There was.

Q. Who made out that account?—A. It was made out by Mr. Forsyth and Mr. Oertley, I think.

Q. At whose suggestion?—A. At mine.

Q. Do you know the data they had upon which to make out that account?—A. They had for \$1,200,000 of it the data which is put in the report for 1872, and the remaining data was compiled from the old records in the office.

Q. The \$1,240,000 was an appropriation procured upon an independent account, was it not?—A. No, sir; there is a statement in the report for 1872 of expenditures on avenues, I think, if my memory serves me right.

Q. Have you a copy of that?—A. I do not think I have; I think that was left. It was furnished the Senate Committee on Appropriations, or, rather, it was furnished to the two committees. It went first to the District Committee and then to the Appropriation Committee of the Senate.

Q. Do you know whether that account can be procured?—A. Indeed I do not know.

Mr. WILSON. I would like to have that statement, if anybody has it. It is on page 527, I believe. [The book handed to Mr. Wilson by Mr. Stanton.]

Q. One of these is to complete the improvements of streets and avenues now in progress opposite to and around Government property, \$913,497.26. Now, was there an account made up, or an estimate as to the amount of money necessary to complete improvements of streets and avenues then in progress around Government property?—A. Yes, sir; there was an estimate made and submitted to the committees.

Q. That seems to have been made out with some degree of accuracy, because I see it even comes down to the cents that were required?—A. Yes, sir; the committee required it.

Q. Was that regarded as being sufficient to complete the work then in progress around Government property?—A. It went for what it

was. I do not know whether it was sufficient or not. It was reported as the amount necessary.

Q. Was it made up in the office of the board?—A. Yes, sir; it was made up in the office of the board. It was made up by those two gentlemen, I think.

Q. Was it made up from the best data that could be procured?—A. I suppose so.

Q. Now, the next one is to re-imburse the city of Washington for improving avenues of said city, and for work done thereon not chargeable against owners of private property, nor included in appropriations heretofore made, \$1,000,000. That estimate, I suppose, was made up also with a view of getting the amount of money that had been expended by the city of Washington prior to the board coming in?—A. No, sir; my impression is that there is an estimate up of \$1,700,000. These amounts were taken, and the amounts paid by the General Government on these avenues were deducted from it, leaving a balance of \$700,000. The Committee on Appropriations reported the appropriation bill to the Senate, and I think Mr. Sawyer offered an amendment, appropriating \$1,700,000, but, at the instance of Mr. Ferry, of Michigan, \$700,000 was stricken off, and \$1,000,000 went into the bill.

Mr. WILSON. I simply wanted to get an idea as to how this thing was done with reference to these appropriations.

Q. Can you produce the account on which the one million appropriation was procured?—A. A part of it is produced—the amount expended by the board. The papers were presented to the Committee on Appropriations.

Q. Of which body?—A. Of the Senate.

Q. See if this is the paper that was presented for the work done by the old corporation, (handing witness a paper.)—A. It would be impossible for me to say whether this is the identical paper. The fact that the amount foots up the same would lead me to think that is the paper, but I would not say so unless there was something to establish the fact.

Q. Were your instructions to Mr. Oertley and Mr. Forsyth to make up an account of all the work that had been done by the old corporation for the purpose of getting a re-imbursement from Congress, that had not been previously paid for?—A. In this very report we state the fact that the Government should re-imburse the District for the money expended upon twenty-one avenues, which, being named after the States of the Union, form a national feature of the Capital, and all that sort of thing. In this report the details are shown; \$1,237,371.92 had been expended by the board of public works on these avenues since they went into power, and this statement of \$891,000 was the amount expended on them by the old corporation.

Q. Your impression is, then, that this paper shows the amount of work that it was claimed had been done by the old corporation on these avenues?—A. I cannot testify as to that being the paper.

Q. That is your impression?—A. My impression is that it was a paper similar to that.

Q. This paper contains the amounts that the board claimed the old corporation had done on these avenues, for which Congress should reimburse?—A. That I would not say. I would say the amount is the same the board claims, but whether the details are so or not I would not like to say. I would add that I have a detailed statement made up from 1802 to June, 1871, of all the expenditures by the corporations. The abstract of it is in my answer, but I have the paper.



Mr. WILSON. We have that already.

Q. Now, did you have an account made out to get the appropriation of \$913,497.26?—A. There was an estimate made and submitted.

Q. Now, by the report of 1873, on page 2, I find that it is stated that the indebtedness of the General Government to the District of Columbia, on account of improvements, as shown in the statement hereto annexed, is as follows: "For work in and around Government reservations and public buildings, \$573,173.75; for work on avenues, \$1,056,574.36; for main sewerage, \$2,540,681.83; making a total of \$4,170,427.94." The details of these are to be found, I presume, in this appendix, or in the exhibits that are filed with this report, and I apprehend that that \$2,540 should be \$740,000?—A. Yes, sir.

Q. That is a misprint. I gather so from an examination of the tables that were put into the report for the purpose of showing the amount of money that the Government ought to pay.—A. Well, it was stating an account with the General Government in a definite form; but I think—and I am of the opinion that every member of the committee will concur with me after investigating the matter—that that is about half of what the General Government should pay on account of these improvements.

Q. You think, then, the General Government, instead of owing \$4,375,427.94, really ought to pay twice that amount?—A. I think, judge, this: that they should pay a just proportion for improving streets and avenues which they own in fee-simple and have entire control of—which they have ownership over, and which they close in and take up whenever it suits their purpose.

Q. You don't mean, then, as this report states, that this is an indebtedness of the General Government to the District of Columbia?—A. You know that Congress is a body that has supreme control, and can do what it chooses, and the citizens of this District have no recourse whatever. They can do nothing but take what is given them. The first item is about what is justly due under their own laws for improvements upon their property. The second, for work on avenues, is carrying out the principle established in the last appropriation bill—that they would pay all moneys spent on account of avenues. That portion justly chargeable to private property, and the third, the general sewerage of the city is based upon the same assessment which the private property-owners pay in this city.

Q. I will come to that presently. I want to get at the character of this indebtedness. Now, the first item in the statement that I have read from the report of the board is \$573,171.75, and the details of that item are found on page 20?—A. Yes, sir.

Q. Now, in that I find embraced for work on Seventh street, northwest, in front of the Post-Office and the Patent-Office, \$45,570.55; flagging on Seventh street, \$11,106.75; F street, northwest, in front of Post-Office and Patent-Office, \$34,136.15; flagging on F street, northwest, in front of Post-Office and Patent-Office, \$8,538.45; Eighth street, northwest, in front of Patent-Office, flagging, \$2,007.50. When was that work done?

The WITNESS. Which?

Q. Those items I have just enumerated of work around the Patent-Office and Post-Office?—A. I think it was all done during the past year—during 1873.

Q. All done since the appropriation of the 8th of January, and the 3d of March?—A. Yes, sir; part of this work was included in the appropriation of the 3d of March.

Q. What is that?—A. This work included in this appropriation of \$913,497.36: was intended to apply to a portion of this work.

Q. That \$913,497.36 has been drawn, has it not?—A. Yes, sir.

Q. Has it been applied to the payment of debts?—A. It has been applied to the payment of the debts of the board.

Q. But you say that it was intended for this work?—A. No, sir. I say that it was a part of the work contemplated in that estimate, and I think payments on account of this work were made, in all \$913,497.36.

Q. Where has the Government got credit for the amount that was paid out of that \$913,000 on account of this work?

The WITNESS. Where is it credited?

Q. Yes, sir.—A. You have a full statement there. All the vouchers are in my answer.

Q. If the Government has been credited on account of this work, then why is it put in this item of \$573,171.75?—A. Simply because the appropriation was insufficient to pay the total cost of the work.

Q. Did you apply any of that money to the payment of this work?—A. I think so.

Q. Then should not there be an account stated showing——?—A. I think there has been a settlement. This is the balance due on this work after——

Q. After paying that?—A. After paying what has been paid.

Q. Then this does not contain the statement of the full cost of the amount of that work around the Patent-Office and Post-Office?—A. I think not. The vouchers, I presume, will show what it cost. I think you will find them there in the Treasury Department voucher.

Q. Without going through this account in detail, I will state that I find here an item for work on streets around the United States Capitol, \$283,266.81. What streets are those? How is that item made up?—A. It is made up by these streets: B street north, and First street east, and changing the grade on East Capitol street and Pennsylvania avenue east, to Maryland avenue and C street, for bringing them into it.

Q. In other words, when you changed the grade on First street east, you had to change the grades to the streets leading into it?—A. Yes, sir.

Q. And then you charged the United States with the cost of changing the grades on those streets leading into First street east?—A. Where they had been made before, because the grade——

Q. Upon what principle did you do that?—A. If you will allow me to explain——

Mr. WILSON. That is just what I want you to do.—A. Congress passed, some time ago, a law appointing a commission consisting, I think, of the Commissioner of Public Buildings, the mayor of the city, and the Architect of the Capitol, to fix the grades around the Capitol.

Q. Will you turn to that act?—A. It was affirmed by Congress, but no appropriation was made to carry it out. It was only at the last session of Congress that an appropriation was made to improve those streets around the Capitol, under Mr. Clark. Senator Morrill, chairman of the committee of public buildings and grounds, sent for me, and said that it was very important that these improvements should be carried out, and that he desired that we should do it, we having charge of the streets; that the grade had now been established beyond any peradventure; that an appropriation had been made by Congress for improving this horseshoe, and that he would be very glad if we would carry it out. Acting upon that recommendation and request, we carried out the grades as established by Congress.

Q. That was this last summer?—A. Yes, sir.

Q. But, prior to that, and after the grade was established, had you gone on without regard to the grade established by Congress, and put down this wood pavement around here?—A. We had done so, simply because we could not receive any authority from Mr. Clark to carry out that grade.

Q. While you were engaged in that, did Mr. Clark call your attention to that grade?—A. He did, sir, and was very anxious to have it done; but when I asked him to put it in writing—to make a written statement, so that we would have something authoritative—he declined to do it. And so the two squares were paved at the request of the property-holders, without the grade being carried out. It was no fault of mine that it was not, for I was very anxious to have it done.

Q. Did Mr. Clark prevent you from going to the grade that had been established by Congress?—A. Mr. Clark did not prevent me, but he would not do anything in regard to the matter. He would not give his assent to it.

Q. Do you know why?—A. I think it was natural timidity on his part.

Q. Did he have any money with which to do it?—A. He was not asked to furnish the money to do it. He was simply asked to approve of the grades fixed by Congress, and to stand by us if we carried them out, which he at first promised, but declined afterward to do. I will state in regard to that, with a view of perhaps making it a little clearer, that Mr. Mullett was the engineer of the board at that time. He was very much opposed to the change of grade, as established by Mr. Clark and his commission, and in giving the grades he gave them at the old points.

Q. The fact is, then, that after Congress had established this grade the board of public works proceeded to grade and pave the street, but not in accordance with the grade established by Congress?—A. We did not grade and pave the streets. First street was not graded and paved, only East Capitol street and Pennsylvania avenue east, so as to make it possible to get up to the Capitol. If we had cut down and graded at East Capitol street and Pennsylvania avenue east, it would have left an embankment ten feet high, and there would have been no means of communication at all. It was a great deal cheaper to pave those two blocks, and afterward cut the streets down, the only difference in cost being the relaying of the pavement and resetting of the curb. The material was all used again. The grading would have cost just as much if it had been done at first, as when done subsequently. The additional expense involved was simply the relaying of the blocks.

Q. And the cutting down?—A. No, sir; that would have been done any way, and had to be paid for any way.

Q. That is true, but the point is this: you were engaged in grading and paving these two streets. Did Mr. Clarke call your attention to the fact that that would have to be changed?—A. I called his attention to the fact.

Q. Did Mr. Clark call your attention to the fact that that would have to be changed because Congress had established the grade at First street east differently, so that it would not correspond, when that grade was cut down, with the grade you were making on these other streets?—A. I called his attention to it, and asked him to give me something in the shape of an authoritative expression of his ideas which would enable me to carry out those grades. Mr. Mullett, as I said, was the engineer of the board, and was bitterly opposed to carrying out Clark's



grades. There was some personal feeling between them. Mr. Clark at first promised to do it, but when the crisis came he declined to do so. I, as executive officer of the board, could only follow the recommendation of the engineer of the board to pave those two squares, as people wanted to get to their houses, leaving the matter to be afterward determined if Congress made an appropriation to go on with the work—leaving the matter to be done next year. That is the history of the case.

Q. Now, then, it is because since that the grade of First street east has been cut down to the grade established by Congress, necessitating thereby the taking up of the wood pavements of these other streets?—A. In two blocks.

Q. In two blocks. That you charged to the United States?—A. It is a very small amount; it would not amount to more than \$15,000 or \$20,000. It is in this bill, it is true. General Babcock here requests that all this work shall be re-measured before further settlement is made, and if it is not a just thing it will be thrown out. We have put it in as a part of the cost for carrying out the part of this improvement around the Capitol. It is a matter for the committee and Congress to determine.

Q. I simply want to know how this account is made up against the Government, for that is a matter with reference to which we have to make a report.—A. It is a matter that would not amount to a great deal. The additional cost would probably be \$20,000 on those two streets—just the doing of the work.

Q. That work was done this last summer?—A. It was commenced about August.

Q. Was there any special authority to do that, other than the general powers conferred upon the board?—A. The general powers conferred upon the board, and the request of the Chairman of the Committee on Public Buildings and Grounds, that that work should be gone on with.

Q. There is a provision of the act of the 8th of January, prohibiting the board of public works from contracting any liabilities on the part of the United States?

The WITNESS. Was not that virtually repealed by this appropriation to complete improvements of streets and avenues now in progress opposite and around Government property? It is a matter for the lawyers to decide.

Q. My purpose in asking the question was to get your explanation.

The WITNESS. I consulted Mr. Cushing in regard to the matter, and our attorney, and they were of the opinion that it was a virtual repeal of the restriction.

Q. That is the ground upon which the board—

The WITNESS. That is the ground upon which we acted. I got General Cushing, before he went away, to give an opinion in writing in regard to the matter. It is printed in the answer.

Q. I ask the question, because I find in this act of the 8th of January a provision that "the said board of public works be, and they are hereby, prohibited from incurring or contracting any further liability on behalf of the United States in the improvement of streets, avenues, or reservations beyond the amount of appropriation previously made by Congress, and from entering into any contract touching such improvements on behalf of the United States, except in pursuance of appropriations made by Congress." Now, had there been any appropriation made for this work?—A. Yes, sir. This appropriation here was made to complete improvements on streets and avenues now in progress, opposite and around Government property.

Q. That is your explanation of that?—A. That is my explanation of it. I may not be right, but that is the ground upon which we acted.

Mr. WILSON. I simply want to get the ground upon which you acted, because that will enable us to present the matter to Congress.

Q. Now, the next item of that statement in the report is for work on avenues—\$1,056,574.36.

The WITNESS. The opinion I spoke of a little while ago of Mr. Cushing, I will state, is in the answer on pages 476 and 477.

Q. The details of that item I have referred to are to be found on page 32, an exhibit appended to the report, if I understand?—A. Yes, sir; that is it.

Q. That is made up of work done by the District prior to the board?—A. Yes, sir; and the different measurements given.

Q. Measurement of March 14, 1873; measurement of March 26, 1873; measurement of March 14, 1873; and additional work. Now, that work done by the District prior to the board, is that the same work for which the account was made out, to which I called your attention a little while ago, amounting to \$891,000?—A. If you will hand me that paper, I will compare it with this. I do not recollect. There are so many of these things that I cannot recollect all the little details. These items seem to be the same, except three.

Q. The difference between these is very immaterial, is it?—A. This seems to embrace North Capitol street and East Capitol street, which are not in the schedule.

Q. Because they are not avenues?—A. They are not avenues, but they ought to be treated as avenues, because they are virtually such.

Q. Aside from that?—A. Aside from that, Vermont avenue is put down at \$35,000 in this table and \$22,250 in this. North Capitol and East Capitol streets are virtually avenues. I suppose the engineers treated them in that way.

Q. Then the first column is the same, with the exceptions that you have named, as the account made out at the time the million-dollar appropriation bill was passed?—A. Yes, sir.

Q. Now, if you will take your answer, commencing at page 411 and ending on pages 415 and 416, I would like to call your attention to some items there. Is the voucher there given the one on which the one million dollar appropriation was drawn?—A. Yes, sir.

Q. What work is embraced in that voucher—is it work done by the board or by the old corporation?—A. Both, I guess.

Q. Can you tell how much work is done by the old corporation, and how much is done by the board?—A. I cannot; the vouchers will show what was done by the board, and the difference between that and this amount will give the amount done by the old corporation—the amount charged on account of what has been done.

Q. When you were on the stand before, and your attention was called to the amount of grading on Louisiana avenue, you stated, I believe, that that grading was grading that had been done by the old board?—A. Yes, sir, by the old corporation.

Q. And that continues through this?—A. Yes, sir. It continues throughout. I know in relation to Louisiana avenue, because I used to work as an apprentice there, when I was about fourteen or fifteen years old. I know grading has been done all along for the last twenty-five or thirty years; the street has been graded down.

Q. I will call your attention to the measurement of March 14, 1873—second column on page 32. Say if the items in that column are not the

same substantially as the items in this voucher, commencing on page 411, to which I have just called your attention.—A. You mean the total?

Q. Yes; commencing with Connecticut avenue.—A. Yes, sir; that is the same in both places.

Q. Then take Executive avenue.

Mr. BASS. You will find a recapitulation on page 416, which will be easier to follow.

A. Executive avenue is not in this measurement of March 14.

Q. That is only \$3,070.91.—A. That avenue was not made until after it was incorporated in this measurement. It is the avenue down here, leading to the Botanical Garden.

Q. Then Georgia avenue.—A. That is \$3,712. That is the same.

Q. Louisiana avenue.—A. \$14,291.97. That is the same.

Q. The next one is Massachusetts avenue.—A. \$182,943.55. There is a very slight difference there.

Q. About a thousand dollars?—A. Yes, sir.

Q. Maine avenue.—A. That is the same. Executive avenue is there—it is the last—\$3,070.91.

Q. It is the same, is it?—A. Yes, sir.

Q. Then Maryland avenue.—A. Maryland avenue, \$138,089.54.

Q. New Hampshire avenue.—A. \$47,005.07. That is the same.

Q. New Jersey avenue.—A. \$38,226. That is the same.

Q. North Carolina avenue.—A. \$34,234.67. That is the same.

Q. New York avenue.—A. \$157,700.72. That is different. \$161,560. It is more in the tables than it is in the measurement. There is a difference of about \$5,000 there.

Q. Pennsylvania avenue.—A. \$146,743.43. There is a difference there, but it is very slight. A difference of only a few hundred dollars.

Q. Rhode Island avenue.—A. \$25,758.33. That is the same.

Q. South Carolina avenue.—A. \$9,481.33. That is the same.

Q. Vermont avenue.—A. \$20,993.47. That is the same.

Q. Virginia avenue.—A. \$72,899.83. That is the same.

Q. Now, it appears from this that the first column shows the amount of work that the board of public works claim had been done by the old board prior to the District government, and the second column has all been paid, by this voucher to which I have referred, and the first column is embraced in this voucher?—A. No, sir; you will find, I think, that certain credits have been made.

Q. You will find the credits in the last column there to the right?—A. No, sir; but certain credits made on each one of these particular avenues.

Q. They are deducted before you get at these aggregates?—A. Yes, sir. In order to arrive at a correct statement, it would require us to go to work and condense the whole amount of material.

Q. You will see on the face of this that it would obviously appear, unless there was something explanatory of it, that these two claims are mere duplicates of each other.—A. My impression is that, in making up this table, Mr. Oertley took this second table here from these different measurements.

Q. But still that would not explain it. Mr. Oertley made up this table?—A. I think he did.

Q. But you see that would not explain it, for the reason that the first column contains the work done by the old board, and the second column contains work done by the old board.—A. The second column, as I understand it, contains some of both.



Q. Even putting it in that way, it will not explain it, because you have aggregated these two columns together, and the three following columns, and they make an aggregate of \$2,284,736.38. Then you have deducted \$1,228,162.02 from that, leaving \$1,056,574.36, which, it is claimed by this table and report, the United States owes to the board of public works. Now, if this is as it appears upon the face of this table, it is very obvious that the Government does not owe any such sum as that, and my purpose in putting these questions is to get an explanation of that.

—A. I will suggest this: that there be a measurement ordered on all of these avenues; that the old vouchers and the new vouchers be taken, and an account be stated. That would be the fairest way to get at it. Let an account be stated. The principle has been established by Congress in the last appropriation bill that they will pay on the avenues all that is not paid by private property-owners, and it will be a very easy matter to get at what is the exact amount there.

The WITNESS. Of course I know nothing about it except as it is reported to me.

Mr. WILSON. I know nothing about it except as I see it here.

The WITNESS. The questions are very proper ones, and I would suggest that a full statement of account be made of the material that has been put on the streets.

Q. That first column, according to my footing, aggregates \$778,034, and this table would be inaccurate to that extent if the data that we have thus far is correct?—A. There would only be one way of getting at it properly, and that is to put the whole work in, and make up a statement of the whole work on each avenue as to what was done under the old corporation and what was done by the board of public works, and thus get at it definitely.

Q. Is there anything now that has thus far been presented to the committee that would enable the committee to determine as to what is the accurate amount that the Government should pay on account of these avenues? This table seems to have been made for the purpose of enabling Congress to get at the exact amount?—A. Yes, sir; and the table may be right, but I would not like to say anything in regard to that until I have gone through it, and I will have it all gone over and an account stated in regard to these avenues.

Q. This thing attracted my attention in looking at the tables, and I was unable to explain it, and therefore I desired to have an explanation from you.—A. It is very natural that you should want an explanation of it, because I cannot understand it.

Q. I find here a measurement of March 26, 1873, amounting to about \$180,000; have you any such measurement as that?

The WITNESS. I think that covers that appropriation of \$188,000, doesn't it?

Q. What does that foot up to? It does not seem to correspond.—A. No, sir; not exactly; but it occurs to me as the measurement upon which that \$188,000 was based.

Q. I cannot find any such measurement as that in your answer.

The WITNESS. Any such measurement as which?

Q. As that of March 26, 1873. I cannot find any that either corresponds in date or amount. I inquired at the Treasury Department for all the vouchers, and I have not received any corresponding with that from there.—A. I will look into that. I do not know how it is. I do not know what kind of voucher that was paid. It was paid into the District government and not to the board of public works, and therefore I suppose is not in this appropriation. I will have a statement

made up in regard to this, and have a full account prepared, and see how it is.

Q. This column, "additional work," what does that mean?—A. That is work done during 1873—after March, I suppose.

Q. But you have another item of 500,000 odd dollars for work which has been done during the summer of 1873.—A. But that is around Government property, and this is on the avenue. This statement refers entirely to avenues, as I understand it.

Q. Upon what data is that column made up?—A. From vouchers of the board, I suppose. It must be.

Q. At present you are unable to give any further explanation in regard to that table?—A. I will have a full account stated of what was done by the old corporation and all that has been done, by the board of public works there, and then deduct what has been done, and it will give the amount that is due.

Q. I don't know whether you were interrogated in regard to the next item of this account—the item of \$2,540,681.83, which should be \$2,740,000, as I understand it—I don't know whether you were interrogated in regard to that yesterday.—A. Yes, sir; I was questioned by the chairman, and I made this general statement, that that would be the tax upon the Government property provided they pay as private property-owners do under this general sewerage-law.

Q. That is to say, if adopting the general sewerage-act as the basis of taxation for main sewerage, if you were to tax the Government at the same rate, the tax would amount to that sum of money, and, therefore, you put it in the form of indebtedness to the General Government for main sewerage?—A. Yes, sir; making it in that shape.

Q. Do you know what this main sewerage cost?—A. Well, it will cost about \$3,000,000 and a little over, I guess.

Q. A statement was brought to the committee a few days ago, showing that the main sewerage had cost, up to this time, \$1,626,546.87.—A. That amount had been audited on that account up to this time.

Q. Then you stated, in addition to that, in one of these tables, that to complete this sewerage it would require \$1,056,565.87.—A. To complete the contracts now in force on account of the main sewerage.

Q. You would put the whole amount at about \$3,000,000?—A. I should say about three and a half millions of dollars.

Q. The aggregate of the accounts audited, and the estimate made to complete the sewers which are under contract, would be \$2,683,112.54?—A. About \$2,700,000.

Q. You do not think that more than that would be required to complete the sewerage-system. What do you embrace in that system in addition to what is now under contract?—A. There are a good many sewers that are not under contract—smaller sewers, brick sewers: some that I referred to east of the Capitol.

Q. There are one or two to be built there?—A. And in other parts of the city, which would come under the caption of main sewers. The James Creek Canal is to be finished.

Q. Would they aggregate a million of dollars, do you think, and these not embraced?—A. No, sir; I should think about \$500,000.

Q. That would make it come to about \$3,000,000 instead of \$3,500,000?—A. From \$3,000,000 to \$3,500,000.

Q. To complete the main sewerage-system?—A. Yes, sir.

Q. If you were to tax the Government as you contemplate, the Government would pay for the entire main sewerage-system of the city. That would be the effect of it?—A. No, sir. You must recollect that

the city has already paid—these citizens have already paid—an aggregate of \$1,000,000 for main sewerage, as I showed yesterday by the old corporation.

Q. That would put it up to \$4,000,000?—A. It would put it up to \$4,500,000. My idea is that, with what has been paid by the old corporation and the cost of completing the main sewerage of the city, it will run to \$4,500,000, about.

Q. Now, in fixing up this matter of taxation, you embrace in that all the avenues—that is, in cutting out the amount of tax that you think the Government ought to pay on account of this main sewerage, you not only embrace the Government reservations where the public buildings extend, &c., but you embrace in that the avenues of the city?—A. Yes, sir.

Q. What else?—A. Avenues and streets.

Q. In other words, you calculate the area of the Government grounds actually occupied by the Government, either for parks or for public buildings, and then you add to that the area of all the streets and avenues of the city?—A. They are just as much Government property as the other.

Q. That is a question we will have to decide upon, and I am simply trying to get at what your theory of this thing is. You add the area of all these streets and avenues to this other property, and you tax that at the same rate that you tax private property for the sewerage purposes in these various districts, and from that you arrive at the amount of two million seven hundred and forty odd thousand dollars as what the Government should pay on account of main sewerage?—A. Yes, sir.

Q. That is the correct statement of it?—A. Yes, sir. You must recollect that the Government owns a good deal of property outside of the District. There is the Soldiers' Home and the Reform School, and all those things, that drain into this system of sewerage. I would suggest to you, also, that there are about 500 acres of land in this city in avenues, which were laid out because this was a capital city, which, if the city was simply a commercial city, would be sold and taken in and made to bear their proportion of the taxes.

Q. That is a legal and equitable question that the committee will have to take into consideration. All I am seeking after now is to get a clear statement of the theory of the board of public works in regard to this, so that we can present it properly to the Senate and House of Representatives.—A. Certainly. I am merely stating that to call attention to that fact, that the 500 acres of the area of this city is in avenues, such as they do not have in any other city, intersecting, bisecting, and cross-secting, and which would not be here if this were not a capital city.

Q. Let us see what the practical effect of this is going to be. There have already been issued under this sewerage bill \$2,100,000 of sewer-certificates, as you call them, I believe?—A. Yes, sir.

Q. And those have been disposed of to contractors and employes of the government with the exception of between \$500,000 or \$600,000?—A. Yes, sir.

Q. They have been used for the purpose of paying for the streets and for the construction of streets?—A. No, sir; paying for the construction of sewers.

Q. These sewer-certificates?—A. Yes, sir.

Q. Exclusively?—A. Almost exclusively. You will find that the board of public works had advanced on account of main sewerage a very large sum of money when this law was passed, and we merely re-



imbursed the general fund of the board from these sewer-certificates; so that virtually all these sewer-certificates that have been paid out have been paid out on account of sewerage.

Q. That is the practical effect of it. Those sewer-certificates that have been thus paid out to contractors and employes of the board have been hypothecated, as I understand you to say?—A. Yes, sir.

Q. To what use has the money been applied?—A. To paying the liabilities of the board.

Q. What class of liabilities?—A. The employes mostly; some bills payable, and things of that kind.

Q. Was any of the money derived from the hypothecation of these certificates used for the purpose of paying the last January interest?—A. Not a dollar.

Q. From what source was that money derived for paying the last January interest?—A. From the sinking-fund. It was money borrowed from the board by the sinking-fund commission through me.

Q. Upon what security was that money borrowed?—A. It was borrowed on the sinking-fund bank. When I say it was borrowed, I mean that I borrowed some \$150,000, about the 23d December, to make up the amount with the amount in hand derived from taxes—to make up the amount necessary to meet our interest. Probably I go a little too far when I say it was borrowed for this purpose. It was not. It was borrowed for the purpose of the sinking-fund commission, and put into the general fund of the commission; but these coupons were paid by the sinking-fund commission out of their treasury.

Q. Now, before passing from this sewer question, I desire to ask you a question or two in regard to this average that was charged to the Government on account of the sewers—not of the main-sewer system. That has been \$4.70?—A. Yes, sir.

Q. You have heard Mr. Oertley's statement as to how he arrived at that conclusion?—A. Yes, sir.

Q. Now, you make up your assessments after the street is completed?—A. Yes, sir.

Q. When the street is completed it shows the whole amount of sewers that have been put down in that street?—A. Yes, sir.

Q. All the grading, paving, curbing, foot-pavements, and everything of that kind?—A. Yes, sir.

Q. Then it would be an easy matter to ascertain from the records of the board exactly the kind of pipe—the cost of pipe and all that in connection with these sewers, would it not?—A. It would if the work was done.

Q. But, then, you don't make assessments on the street until the street is completed?—A. No, sir; and the probability is that a great many of these vouchers are made up; that he established this average long before the work was finished, and while the work was in process of completion. I suppose that is the way he came to make an average. I say this, that I don't think it was a proper thing to do to make that average. Still, if you will take the fact that the Government has not suffered anything by it, that the amounts paid by the Government are less than the amount it cost the board of public works for those sewers, there is no harm done.

Q. Of course not.

The WITNESS. I don't think it is the proper way to do business.

Q. But that is the very question with reference to which we are likely to be in the dark unless this thing is accurately made up, and for that reason I called upon Mr. Oertly the other day to make us a statement.

Now, by referring to the reports of the superintendent of property which you have in your board reports, I find that I may be error about it. I gave you a statement, because I want to direct your attention to it, for I regard it as a matter of importance. That there has been used of 12-inch pipe, 234,063 linear feet; of 15-inch pipe, 87,347 linear feet; and of 18-inch pipe, 48,564 linear feet; and of 20, 21, 24, 30-inch pipe, all told, of those 3——; aggregating them all together would only amount to 7,068 feet?—A. Very little of it I know.

Q. So much pipe-making a total of 377,042 linear feet. If that is correct, it would indicate very strongly that Mr. Oertly has placed this average too high.—A. I have no doubt that he places it too high.

Q. For that reason, I call your attention to it. I only get this from these reports.

The WITNESS. I have no doubt you are right, sir. I have no doubt that he placed the average too high.

The committee here took a recess until 2 o'clock.

On the committee re-assembling, Governor Shepherd's examination was continued, as follows:

By Mr. WILSON:

Question. In speaking of making assessments, if I have understood you and understood the other witnesses correctly, the assessments are made after the street is completed?—Answer. In most instances; yes, sir.

Q. Have there been many instances in which that has not been done?—A. Very few, I think.

Q. In what way do you ascertain how much to assess against property where the street has not yet been completed?—A. We merely assess what has been done. For instance, the carriage-way is done, and the footwalks are unfinished; the carriage-way is assessed, and for the footwalks, when they are completed, another assessment is made.

Q. Then, when you make the second assessment, do you assess the whole length of the street again?—A. We assess just the cost of whatever it was when completed.

Q. For the whole length of the street?—A. Just what the first assessment does not cover.

Q. Suppose you were to make an assessment—the street is, by way of illustration, one-half completed, and you make an assessment—do you assess for the full length of the street?—A. O, no, sir; merely assess where the work is done.

Q. Then you would only assess the balance of the street, and the property that was opposite the work that was subsequently done?—A. The only instance in which partial assessments have been made have been instances where the carriage-way was paved and the footwalks unpaved, and the season prevented the finishing of footwalks. An assessment is made for the carriage-way alone, and the bills rendered are intended to read for paving of carriage-way; that assessment is made. Then, when the footwalks are completed, an additional assessment is made for the proportion of the footwalks chargeable to the private property.

Q. Would you assess for the carriage-way, only the carriage-way completed, the full length of the street?—A. Yes, sir; between any given points. The measurement, you know, only goes between those points, and the assessment is based upon the cost between those points.

Q. Have you authority for making assessments before the street is completed?—A. Well, the street is completed. The carriage-way is a

thing to itself and the footwalk is a thing to itself. The proper plan in regard to assessments is: the only way in which work should be done, would be to levy the assessment beforehand, so that the proceeds of the assessment would be coming in to meet the expense of the outlay.

Q. But that was not done; that is not the policy that was pursued, was it?—A. That was not done; no, sir; that is the reason that the board is behind now, in many matters; one of the reasons.

Q. When we were riding about the city the other day, I noticed that Massachusetts avenue was not yet completed beyond Senator Stewart's house.—A. It is completed all but two squares.

Q. Is the carriage-way completed there?—A. No, sir.

Q. Is the grading completed there?—A. The grading is completed; yes, sir.

Q. How long is it since it was completed?—A. Well, it was about completed when we were there.

Q. They have been working on it for some time past, have they not; up until quite recently?—A. Until quite recently; yes, sir.

Q. Now, assessments have already been made on Massachusetts avenue, have they not?—A. I think not beyond the circle.

Q. Looking at the report of 1873, I find that they have assessed the squares out to the end of the street. I see that squares 66 and 67 are embraced in the assessment of Massachusetts avenue. Look at the report, if you please, and I think you will find it so. It will be found at page 152. You notice squares 66 and 67 are embraced in that assessment?—A. I observe it.

Q. Sixty-six, 67, and 94 and 95, also, you will find them on the map which I hand to you.—A. (After examining the map.) Well, I suppose that the assessor made one assessment of the whole street, the bulk of the work being done. It has been done since I was vice-president of the board.

Q. The grading, however, at the time that was done, had been done there?—A. Well, that is a question that I cannot answer.

Q. Well, they have been grading there until quite recently?—A. They have been grading at Twenty-second street, filling Twenty-second street, making the grade of Twenty-second street to conform to Massachusetts avenue.

Q. The carriage-pavement is not laid there?—A. It is not laid beyond the circle, do you mean?

Q. Is it?—A. It is laid a part of the way beyond the circle. It is laid up to Twentieth street. There are two squares yet to be done.

Q. And the footways are not there?—A. No, sir.

Q. How did they ascertain how to make an assessment upon Massachusetts avenue until it was completed?—A. Well, it was very easy to ascertain; all you have got to do is to measure the number of yards of paving it would take to pave it, and the number of yards of footwalks. You can tell exactly what it would cost. They estimated it into the assessment so as to make the assessment for the whole line of the street.

Q. Do you know whether that has been done in this instance or not?—A. I do not; I presume it has, however.

Q. Who has that contract out there?—A. That I cannot tell you.

Q. Did you urge upon the District legislature the passage of that sewer-bill?—A. I did.

Q. Did you send to any of the members of the District legislature and personally intercede with them to get them to vote for this bill?—A. I think I spoke to most of them; yes, sir.

Q. Did you make any promises to any of them in order to induce



them to vote for the bill?—A. I did not. Several of them wanted promises, but there were none made.

Q. Senator Thurman yesterday interrogated you in regard to the indebtedness of the city that had been contracted. I find, in looking at your answer on page 464, the statement, "certificates issued in the prosecution of special improvements done under contracts, \$12,294,094.47; and for special improvements outside of contracts, including material furnished, not included in measurements, \$2,665,460.04; and on account of miscellaneous expenditures other than special improvements, and payable by special appropriation, \$1,329,010.26; making a total of \$16,275,466.13." Then, turning to page 363, I find that Mr. Lay, as auditor, gives the net cost of improvements under contract paid as follows: By certificates issued to contractors, \$10,896,005.41; by property issued, \$1,398,089.06; making a total of \$12,294,094.47, the amount that I gave you at first. He then states that there is due on account of unsettled and incomplete contracts \$500,000; is that intended to represent the cost of all the contracts up to the date of this report?—A. I presume it is; yes, sir.

Q. Then, if I understand you, there has been paid out on account of contracts something over \$16,000,000; is that correct? If it is not, I want to get the correct amount.—A. The 464th page gives you a complete statement of it—total amount of certificates of settlement issued, \$17,546,654.09, and the items are all given there. Then it gives for the following purposes—giving the details of them.

Q. I have left out of my statement what you paid out on account of expenses and pay of employes, &c., and on account of water-fund—\$370,077.65. Then the \$17,546,654.09 show the cost of the improvements?—A. No, sir; that shows other things. You will notice one item there on account of miscellaneous expenditures other than special improvements, payable by a special appropriation. That includes building market-houses, and things of that kind.

Q. What I want to get at is your statement of the cost of these improvements that have been made by the board of public works.—A. I think you will find that in that upper statement—the statement about the middle of the page—"total amount of expenditures on account of improvements, \$15,652,685.25." That he gives as the total amount of expenditures on account of improvements.

Q. I have the register of the auditor's certificates of the board of public works, which gives the grand total of certificates issued at \$18,172,999.02, if the footings are correct, and they are made by some of the clerks of the board. I take it for granted they are correct.—A. Up to what date is that?

Mr. WILSON. It is up to the 23d of April, 1874.

A. This (the awards) is up to the 28th of February, 1874. Mr. Lay is there; he can probably explain it to you.

Mr. WILSON, (to Mr. Lay.) This is just the aggregate amount to that date?—A. Yes, sir; that is the aggregate amount up to that date.

Mr. WILSON, (to Governor Shepherd.) Are you familiar with this record? (referring to book.)—A. Well, I am familiar with it, inasmuch as I know what it is; but I am not familiar with the details of it.

Q. Does this record contain any certificates other than those that were issued on account of improvements?—A. That, as I understand it, contains all the certificates issued by the board of public works since the date of its organization.

Q. What does the auditor of the board of public works issue certificates for?—A. For work done under the board of public works.

Q. For anything else?—A. I think not.

Q. That would show, then, that there have been certificates issued up to this date, on account of work done by the board of public works, of over \$18,000,000?—A. That is the statement.

Q. That seems to be what this shows. Now, what amount of appropriations have been made in all on account of improvements?—A. I can have you a statement made up. I cannot tell you just at this moment.

Q. In the first place, you had an appropriation of \$500,000, had you not?—A. Yes, sir. First, you can put down the \$4,000,000 loan. The \$240,000 in bonds was in anticipation of the \$4,000,000 loan, and taken out of it, and was a part of it, virtually.

Q. What was that made for?—A. To make good the deficiency in the \$4,000,000 loan in money.

Q. But that only made the \$4,000,000 still?—A. It only made \$4,000,000 in money—\$4,240,000 of appropriation.

Q. Yes; but you had only \$4,000,000 of money?—A. It was an appropriation of \$4,000,000 absolutely, but the bonds did not bring that.

Q. Exactly; and then afterward you made it up to \$4,000,000 by the \$240,000 appropriation?—A. Yes, sir; but it was an appropriation of \$4,000,000. If you are going to treat it as an appropriation, you will have to treat it in that way.

Mr. STANTON. In money resources to the board, the two laws together made up \$4,000,000.

By Mr. WILSON:

Q. Exactly; that is what I want to get at. There was first an appropriation of \$4,000,000?—A. Yes, sir.

Q. But that \$4,000,000 was put in the shape of bonds negotiated at discount, and there was subsequently an appropriation of \$240,000, in order to make up that deficiency?—A. Yes, sir; to make it up in money.

Q. So that you really had, in money, an appropriation of \$4,000,000, although you had the two appropriations, one of \$4,000,000, and the other of \$240,000?—A. Yes, sir.

Q. What other appropriations were there?—A. An appropriation of \$560,000 to re-imburse the board for certain outlays.

Mr. STANTON, (to Mr. Wilson.) I think you will probably find some of these appropriations on page 428 of the testimony, the answer filed to the second and succeeding charges up to the 12th. That ought to be reduced, however, by the appropriation of \$240,000, or whatever it was; it went in to make up the \$4,000,000.

Mr. WILSON. I will get at that point.

Q. (To the witness.) Have there been any other appropriations made than are stated on pages 428 and 429 of the evidence that has been taken in this case?—A. No, sir; it aggregates \$16,361,428.78.

Q. You have treated all that as appropriations?—A. Yes, sir.

Mr. WILSON. I would like to see that sewer-tax law—the act of June 26, 1873.

The WITNESS. It is here, sir.

Q. Do you find anything in that law making an appropriation to the board of public works?—A. I find an act creating drainage and sewerage sections in the cities of Washington and Georgetown and the District of Columbia, and providing for the payment of the construction of sewers and drains therein by assessments, and issuing certificates therefor.

Q. But is there any appropriation to the board of public works in

that act, of which you are aware?—A. Well, I should certainly regard it as an appropriation.

Q. You have treated it as an appropriation?—A. Section seven says that the board of public works are authorized to issue certificates of indebtedness, &c.; it provides how they shall be issued and registered to an amount not exceeding in all the sum of \$2,120,000.

Q. That you regard as an appropriation act?—A. I treated it as a resource of the board. Yes, sir, an appropriation.

Q. All of these amounts that have been provided for by act of Congress, amounting to \$3,522,946.18, you have also treated as appropriations?—A. Yes, sir.

Q. And acted on them as though they were?—A. Section 9 of the sewerage act says that the money arising from the assessment authorized by this act shall be received and collected by the board of public works, or one of its officers, and full and separate accounts of collections from each section kept by them, and the proceeds to be used in the payment of the cost of the construction and completion of the respective sewers authorized by this act.

Q. Here is an amount received from commissioners of the sinking-fund, \$317,321.21; was that an appropriation?—A. That was an appropriation by the act of June 20, 1872, authorizing the commissioners of the sinking-fund to pay any obligations on account of the late corporations of Washington and Georgetown. It was a legitimate appropriation, I should think.

Q. Then you have added assessments on private property, as shown by the statements of the auditor of the board of public works?—A. That is an appropriation. It is fixed in the organic act that the board of public works shall assess that proportion, and in the \$4,000,000 act it is also stated. It is considered as an appropriation, I think.

Mr. STANTON. If you will let me call attention to the aggregate on page 429, it says, showing total appropriations and assessments.

Mr. WILSON. Yes, I noticed that; I was simply identifying this, because it is a matter for subsequent consideration by the committee.

The WITNESS. I have here the contract in regard to Massachusetts avenue. It is a contract between Owen O'Hare, Henry Himber, William H. Groot, and the board of public works, between P-street circle and Boundary street, northwest, the 5th day of July last.

Q. Had not the assessment on that street been made prior to the 5th of July last?—A. I hardly think so.

Q. They appear in the report of the board.—A. I can find out exactly in regard to that. I can give you the exact date that assessment was made.

Q. Have you ever taken advice of counsel in regard to whether you could properly regard these as appropriations, and treat them as such in making contracts?—A. Do you mean the assessments?

Q. No, no; these matters that I have been calling your attention to in connection with appropriations. For example, here is a million of dollars appropriated by Congress to re-imburse the old corporation or the old board—re-imburse the city of Washington—A. Yes, sir; to be expended under the board.

Q. You treated that as an appropriation?—A. There is no doubt of that. I think the debate in the Senate on it will bear out what I say in regard to it. They treated it so.

Q. Have you taken advice of counsel as to whether or not you had the right to treat all these as appropriations?—A. Well, we have, in all



our reports to Congress and the legislative assembly, treated them as appropriations: we never had it questioned at all.

Q. You will remember that the organic act provides that you shall make no contracts in advance of appropriations, or in excess of appropriations?—A. No, sir.

Q. Is not that the provision of the act?—A. No, sir. It says except in pursuance of appropriations made, and after the appropriation shall have been made.

Q. Well, I do not remember the exact phraseology.—A. "The said board of public works shall have no power to make contracts to bind the said District for the payment of any sums of money, except in pursuance of appropriations made by law, and not until such appropriations shall have been made."

Q. Very well. Do you construe that to mean that you have a right to make contracts in excess of appropriations?—A. Well, I do not construe it at all: I simply say that all that we have done has been in pursuance of appropriations made by law.

Q. The point that I want to get at is, whether you have made contracts in excess of appropriations made by law.—A. We have not made contracts in excess of appropriations made by law. The work that we have done has exceeded the appropriations, but the contracts made have not been in excess of the appropriations.

Q. Then you have been doing the work without contracts?—A. Well, we do a good deal of work without contracts, of course. Our employes are all without a contract.

Q. But I am speaking about street improvements.—A. I say that the amount of improvements made—the contracts for improvements made—have not exceeded the amount of the appropriation.

Q. Yes, but if I understood you, the work that you have done has?—A. Taking all the outside work, which comprehends a great many details not included in improvements, and not coming outside of that clause.

Q. Regarding this as a matter of some importance, sir, I called your attention to it. You have been taking a bond from parties for the keeping in repair of streets that have been constructed?—A. Yes, sir.

Q. Has it ever occurred to you that if you have made any contracts in excess of and in advance of appropriations, those contracts might be illegal, and therefore your bonds utterly worthless, and that you could not enforce them?—A. Well, I am not lawyer enough to go into a discussion with you on that subject.

Q. I simply asked you whether that never has occurred to you. I desire to know whether you have taken the advice of counsel?—A. Every bond that has been given—every contract that has been made—has been done through our attorney—through the District attorney, and has received his sanction; every bond that has been given to every contract.

Q. Has that point been suggested?—A. That I cannot tell; it is his business to look out for that.

Q. Have you ever contemplated bringing any suits on these bonds, and been deterred from doing so by reason of this very question?—A. Never, sir; we have in most instances held enough in our hands to have the butt end of the whip.

Q. You protected yourselves in that respect by holding back?—A. We took every precaution, sir, both as regards bonds and holding back enough to make us good.

Q. Have you held back in any case excepting these Evans cases?—

A. We held back in a good many cases.

Q. And protected the board and the Government?—A. I think the District has been thoroughly protected, or will be; that has been our intention.

Q. From what source has the board derived its authority or its power to make contracts for raising houses? You remember that when Mr. Strong was on the stand he said something about contracts for raising houses, and it has been stated to the committee that there were some Chicago parties here raising houses.—A. There was an appropriation made by the legislative assembly for that purpose. Here is the act, approved June 25, 1873, providing for raising and underpinning houses, \$150,000; raising and underpinning Georgetown market-house, \$24,984.83.

Q. This seems to be an act making appropriations for re-imbursing the board of public works of the District of Columbia for the money expended by them for the erection and repair of pumps, cleaning and repair of streets, raising and underpinning of houses and market-houses. Had these houses and market-houses been raised by the board of public works prior to the passage of this act?—A. Only a few of them; the work was in progress at the time.

Q. Now, what I desire to know is, where the board procured its authority to engage in such contracts.—A. Well, it was a matter of discretion; the board had to exercise discretion. It would not have done to have buried people by a change of grade twelve or fifteen feet under ground without making some provision to protect their property and life, and the board exercised that discretion by raising their houses; the matter was laid before the legislature, and they made an appropriation.

Q. Was there a statement or report of any kind made to the legislature on the subject?—A. Yes, sir.

Q. Can that be procured?—A. I think it can.

Q. I would be glad if you would furnish that to the committee.—A. I will do so, sir.

Q. When you raised and underpinned houses, having made these contracts for that purpose, were there assessments made against the property?—A. No, sir; it went in lieu of damages which would have had to have been paid to the property for changing grades. The raising of the houses and the underpinning of them settled the account.

Q. Had you been advised that the District would be liable for the damages that were incident to a change of the grade of the street?—A. In what way?

Q. Had your attorney rendered any such opinion as that?—A. I am not certain on that.

Q. Do you know whether the question was ever submitted to your attorney for an opinion on that subject?—A. My impression is that it was.

Q. Who was the attorney to whom it was submitted?—A. If it was submitted at all, it was submitted to Mr. Cook, attorney of the District.

Q. How were those contracts for raising houses let, by advertising for bids?—A. I think that proposals were invited from two or three different cities—persons who make that a business. The lowest bid was that of Coughlin and somebody in Chicago. It was referred to Mr. Mullett, who was then engineer of the board, and he recommended that the work be awarded to these persons, and most of that work was done

by them. Mr. Collins did a little of it in the neighborhood of L street, but he was not familiar with the work, and was not very successful at it.

Q. Did Strong do any of it?—A. He did some underpinning.

Q. Did you enter into these contracts with these Chicago parties for this purpose?—A. Yes, sir.

Q. That contract was in advance of this appropriation for that purpose?—A. Yes.

Q. I understood you to say, when you were on the stand before, that you had made purchases of considerable amounts of material without inviting proposals?—A. Well, we invited proposals in almost every instance.

Q. Were those contracts in writing?—A. The offers were all in writing, and the acceptances of the proposals. That is the same way in which most of the supplies are bought by the Government. Where they do not advertise, they get proposals from different parties, and give it to the lowest bidder; send them orders for the purpose.

Q. How was the flagging bought?—A. The flagging was bought, I think, from proposals made by the board.

Q. But did the board make any proposals for bids?—A. Advertise.

Q. Yes.—A. I think not. I think we asked for proposals from two or three parties, if my memory serves me right—two or three parties dealing in flagging.

Q. To whom did you make application for proposals?—A. One firm of Van Brunt & Co., I think, in New York; Mr. John O. Evans, and some other company, the name of which I forget.

Q. Were your proposals made to persons who had quarries and were supplying that kind of material?—A. Yes, sir.

Q. John O. Evans has no such quarry, has he?—A. John O. Evans was dealing quite largely in work of that kind. Do you refer to the canal—the work on the mall?

Q. I am speaking of the flagging that has been used about the city generally. That flagging has generally been placed around Government property, has it not?—A. Yes, sir; in most instances.

Q. How much was bought from John O. Evans?—A. That I cannot say.

Q. Will your records show?—A. Yes, sir; the auditor's accounts will show it.

Q. Will it show the rate at which it was purchased?—A. Yes, sir; show everything connected with it.

Q. Do you recollect the rate at which it was purchased from John O. Evans?—A. I do not know; I think in the neighborhood of 50 cents for street-flagging.

Q. Did John O. Evans furnish the flagging that he laid down on B street north?—A. Yes, sir; I think he did.

Q. He furnished that himself?—A. I think so.

Q. Did you ever examine that flagging?—A. Yes, sir; I had seen that flagging.

Q. Is that anything but quarry-faced flagging, with occasionally a knot knocked off of it?—A. It is good stout flagging. There is no dressing or finish about it, or anything of that kind.

Q. What is the price of such flagging as that? What can it be purchased at?—A. I should think at about 30 or 40 cents.

Q. Did you see the price list we had here the other day?—A. I saw a price-list Mr. Vemeyer had; some one handed it to me one day, and I showed it to somebody. I do not know where it is now.

Q. Have you examined the price-list?—A. I have not. The prices



paid Mr. Evans are about the same price that has been paid by the Government here for the last five, six, or seven years.

Mr. WILSON. I should dislike to take the prices—the Government rates—as a criterion by which I should want to make purchases.—A. In regard to this flagging, Mr. Cluss fixed prices there. I knew very little of it at the time, because I referred the matter to him as an expert in such things. I do not think I ever bought two feet of flagging.

Q. What I want to know is, whether the board took any means to get the lowest bid for flagging, or whether they confined their proposals for bids to two or three parties?—A. I do not think there are over two or three parties in the country who deal largely in flagging at first-hand. To illustrate here, in regard to work on the canal. The way in which Mr. Evans came to have this work, was simply this: Congress adjourned the 4th of March, and I was very anxious to have the canal filled and that improvement carried out. The appropriation was not available until July. I said to him, "If you will do this work, raise the money and go on and fill the canal, and lay this pavement and flagging, I will give you the order for that purpose." He did raise one hundred and fifty or two hundred thousand dollars, and had the work well under way by July. If we had waited until July, we would not have been able to finish it.

Q. Just in that connection, lest I should forget it—he laid this Belgian-stone pavement there, didn't he?—A. Yes, sir.

Q. At what rate per yard?—A. I think it is \$3.50.

Q. Does that carry any grading with it?—A. Yes, sir; carried a great deal of grading with it there.

Q. Does that class of pavement provide that the party who puts it down shall do two feet of grading where necessary?—A. That I am not certain about, but I think he did two feet of grading there.

Q. My impression is—I may be in error—that that kind of pavement does not require two feet of grading. If I am in error, I shall be glad to be corrected.

WITNESS. Suppose, Mr. Johnson, you get that contract for work done on the Mall between Twelfth and Thirteenth streets.

Q. In looking over your answer, I see it purports to contain the cost of the improvements that have been made by the board of public works. That is in reference to the question put to you by the committee at the outset. I do not find in that report any statement of the cost of boxes—tree-boxes and tree-planting?—A. The cost of tree-boxes and tree-planting was fixed by the parking commission at \$6. Mr. Smith gave the details in regard to that the other day. In that matter, and the several matters of that kind, the board was governed by the representations of these men, because they had had a great deal of experience in regard to that.

Q. That I understand; but your statement of the cost of these improvements does not embrace tree-boxes and tree-planting, so far as I have been able to discover. Now, do you know what the cost is?

The WITNESS. Of tree-boxes and tree-planting?

Q. Yes.—A. The tree-boxes cost all the way from 90 cents—

Q. I understand that it is \$6 a tree; that is your figures on it?—A. Yes, sir.

Q. What is the actual cost and the aggregate amount of the whole thing?—A. I can tell to a dollar.

Q. I am simply referring to it with a view of getting at the exact cost all of these improvements, because that is to be added to it, unless it is embraced in your report; I think it is not embraced there;

at least I have not been able to find it.—A. I can tell to a dollar what it cost. The tree-boxes were purchased and audited; the trees were purchased and audited, and the time spent in planting them was audited in pay-rolls, and all went into the account, and now it can be sifted out, and let you know exactly what the trees cost.

Q. It will be necessary to do that in order to know what the improvement cost.—A. Yes, sir; I will have it done.

Q. Now, in that connection, Mr. Smith, the other day, in making out the amount of the aggregate cost of each tree, spoke of the paving about the tree, and he put it at sixty cents. Is there any paving put down around the trees, other than simply to put or set the brick on edge again?—A. A great deal. In digging up, they have to go along the street, and take the brick from around the trees. In removing the brick, they frequently loosen the pavement for two or three feet around the tree, and, a rain coming on, in many instances the bricks are washed out.

Q. They replaced them?—A. Yes, sir.

Q. I understand your statement about that: now, what becomes of the brick that are taken out?—A. They are hauled to the property-yard, and stored there, and issued for other work.

Q. Then, how do the property-holders get credit for these brick?—A. It hardly pays for hauling them. Still, as a matter of discipline, we haul them to the yard and store them away. After you have hauled them away and stored them, &c., it amounts to about the cost of the brick.

Q. That don't advantage the property-holders any?—A. It would be a very difficult matter. It would only be a matter of a few cents, if anything at all.

Q. That is a clean gain as far as it goes?—A. I do not think there is much gain.

Q. That is the way it is done?—A. Yes, sir; right or wrong, that is the way it is done.

Q. Does your account show the amounts paid to Dufour & Co. for iron railing?—A. The auditor's account shows.

Q. But I am speaking of your answer.—A. No, sir; that does not show, except in his account. It shows in the gross.

Q. I was getting at your statement in regard to the cost of the improvements, in answer to the question of the committee.—A. It is in the gross. It is in the auditor's report.

Q. But it is not in your answer?—A. I gave his report as my answer. That is all.

By Mr. STANTON:

Q. It is incorporated as part of your answer?—A. Certainly.

By Mr. WILSON:

Q. To get that we have to go to the auditor's report?—A. Yes, sir; the vouchers are all here.

Q. Was there any contract with this firm for iron railing?—A. They submitted proposals, and they were accepted, upon the recommendation of Mr. Cluss.

Q. Were there any proposals for bids for iron railing?—A. Yes, sir, there have been a great many proposals for bids.

Q. Where does this firm do business?—A. In Baltimore. The firm in Philadelphia furnished more than Dufour & Co.

Q. What firm is that?—A. Wickersham.

Q. Did you have written contracts with these parties?—A. We had written agreements with them. I do not think they were reduced to

contracts. I do not know about that. It was a matter left with the engineer.

Q. Do you know to whom the principal part of this \$1,240,000 appropriation was paid?—A. I cannot tell you. Colonel Magrader has got all the facts in regard to it. A considerable portion of it was paid to the banks, who had made large advances and permitted overdrafts.

Q. Do you know whether Governor Cooke's bank had purchased a good many certificates?—A. I don't think that they purchased many of them. I do not think Jay Cooke would allow it. He had other use for his money.

Q. Well, the First National bank?—A. I think the same applies to that. I think all the money lying around loose here was sent to Philadelphia.

Q. How about the Freedman's bank?—A. Freedman's bank, I think, advanced to the contractors quite largely.

Q. Were Jay Cooke and the First National Bank paid out of that \$1,240,000?—A. They were paid their overdrafts.

Q. Were they not paid such certificates as they had in their hands?—A. I think not. I think they hold a lot now that they held then.

[The contract was here handed to Mr. Wilson by the clerk.]

Q. I think you will have to go to the prices established by the board to ascertain in regard to that grading in connection with this Belgian pavement. I do not see anything in regard to grading here.—A. They did the grading.

By Mr. WILSON:

Q. The point is whether they did the two feet of grading?—A. I think they did. I know on Twelfth and Fourteenth streets they did fully two feet. A reference back to the board-prices, as shown in evidence, would probably settle that question.

Mr. WILSON. Here is a question suggested to me that I will ask you before I pass further. What amount of auditors' certificates are withheld by you as security or otherwise for work done and not included in the \$18,000,000 on the books?—A. That the auditor will have to state. In one instance, the Evans contract, I think some \$60,000 or \$70,000 was withheld. The auditor can give that information.

Q. You were interrogated yesterday in regard to filling the canal. Did you let any contract to any person to fill the canal?—A. I think that we hauled a good deal of dirt into the canal. I cannot answer that question, whether we let any contracts for filling the canal or not. We paid for dirt put there, and used it as a dumping-ground for our streets.

Q. The dirt that was put there was taken out of the streets and avenues, was it not?—Yes, sir; mostly out of the streets—very little out of the avenues, except Massachusetts avenue.

Q. There was a good deal taken out of that? When you hauled it out of the streets and avenues, it was charged to the streets and avenues, I presume?—A. The grading was charged.

Q. And the haul also?—A. Yes, sir.

Q. Then, how did it happen that the contractors were paid for the earth in the canal?—A. The contractors were not paid for any work done in that way.

Q. How were they paid?—A. Only in digging cellars, or anything of that kind, they had surplus earth to deposit. We paid them so much a load—I think 10 cents a load for what they put there.

Mr. WILSON. Have you those vouchers convenient, Mr. Barr?

Q. There must have been other earth than that that came out of



cellars?—A. O, a great deal; hardly any, I think, was paid for except that, other than what we paid for grading the streets.

Q. In looking over the vouchers yesterday that were given me by the clerk, I saw some quite large vouchers.—A. It may be.

Q. I find in Mr. Magruder's report some large amounts of money paid to different parties for filling the canal.—A. Well, it may be.

The CHAIRMAN. O, yes; several amounts paid to Albert Gleason.

Mr. WILSON. Gleason got a large amount of money.

The CHAIRMAN. He got \$25,000, I remember, at one time?

The WITNESS. For filling the canal?

The CHAIRMAN. Yes, sir; so marked.

The WITNESS. That was hauled out of the streets.

Mr. WILSON. Exactly; but I wanted to know how he would get paid for it twice?—A. He did not get paid for it twice, you can rest assured of that.

By Mr. WILSON:

Q. If he hauled it out of the street he got paid for it there?—A. The District might have been paid for it twice, but he did not. I will venture to say that.

Q. That is just what I want to find out.

Mr. MAGRUDER. Was that not divided between the street and the canal?

The WITNESS. I think that is so.

Mr. BASS. You will find several along here, (handing witness report of 1873.)—A. If that was the case, it was not charged to the street; just charged to the filling of the canal.

Q. Do not the vouchers show where it was hauled from?

Mr. WILSON. (examining voucher:) I want to see. I see one voucher here for \$60,000—\$25,000 of it for filling the canal; \$20,000 of it for F street: First street north, from Sixth to Ninth street, \$20,000; Seventh street west, E to G street north, \$15,000.—A. That was the way. It was divided up between filling of the canal and the street.

Mr. WILSON. It seems to me a little complicated, and I will let that go by until we can look at it. That is Albert Gleason, (referring to another voucher,) for \$35,000—\$28,000 of which is filling the canal. These vouchers are quite complicated. I will pass by them until we can have an opportunity to look at them.

Q. This flagging about the Botanical Garden, I presume, came from the Patent-Office and Post-Office, on the west side?—A. Some of it did, and some was furnished by the board.

Q. You were asked yesterday, by Mr. Mattingly or by the chairman, the question propounded by Mr. Mattingly in regard to the city-hall appropriation of \$75,000. Now, I would be glad to have you state to the committee all the facts in relation to the procurement and the use of that \$75,000.—A. I know nothing about the procurement.

Q. It was procured under Governor Cooke's administration, I believe?—A. Yes, sir; it was procured, and the money was in bank to the credit of the District; credited to the treasurer of the board of public works. I think the matter was brought before the board, as the money would not be used during the last season, and would lay in bank all the winter. The question with us was whether it would not be better to invest a part of it—\$70,000 of it—in the securities of the District, and file them away for that purpose, and use the money for the purposes of the board. That was finally done by unanimous vote, and the bonds which were bought were sealed up and placed as a special de-

posit in the bank. I think the envelope was indorsed and sealed by the treasurer of the board.

Q. That money, then, has really been converted into sewer-bonds by the board?—A. A part of it, \$70,000, was invested in sewer-bonds.

Q. What has been done with the other \$5,000?—A. Lying in bank.

Q. Do you know whether Mr. Magruder at one time had overdrawn his account to the amount of \$23,000, and about the time the bank-examiner was going into that bank that fund was checked upon for the purpose of making good his account?—A. I do not think he checked on it at all, until the matter was consummated by a vote of the board.

Q. Was it not in fact used in that way for the purpose of making good Mr. Magruder's account?—A. No, sir. I know it was done by a full vote of the board, and the money put to his general account.

Q. But the point I want to get at is, whether the board or Colonel Magruder had not used that money or a very considerable portion of it before that vote of the board?—A. I have no doubt he had overdrawn; that is a chronic condition.

Q. But had he not used that money or a considerable portion of it, making——?—A. He had not used any of that money whatever. That was a special deposit, and was not touched in any way except by vote of the board.

Q. When the board did make that order, did he not use the money for the purpose of making good his account?—A. He transferred it to his account. I have no doubt it was overdrawn and applied in that way, for the banks held on to everything they got then.

Q. Was not the action of the board prompted by the necessity of making good this account—this bank-account?—A. No, sir; I do not think it was.

Q. Do you know that the bank had been advised that there would be a bank-examiner in there looking after their affairs, and that thereupon Mr. Magruder was advised that he must make that overdraft good?—A. Well, now, I really do not know whether the bank-examiner came in before or after.

Q. There was a bank-examiner mixed up with that thing?—A. Yes, sir; he was there.

Q. He was mixed up with the use of this money in some way or other?—A. No, sir; I do not think that he was mixed up with the use of this money.

Q. In other words, his presence, or anticipated presence, in looking into the affairs of that bank, was the occasion of making the use of this \$75,000?—A. No, sir; I do not think that. I do not think it had any effect at all on the board. If they had not supposed it was a judicious thing to do, it would not have been done, because the fact of the business is, that the accounts of the board of public works were overdrawn very often at the different banks. It is no new thing with them. It would not have been an exceptional thing if the bank-examiner had found the account overdrawn. He had probably found it very often so before.

Q. Do you know whether the Comptroller of the Currency had given this bank-examiner special instructions to go and look into the affairs of this bank?—A. I think he sent him over there; I don't know about any special instructions he gave him.

Q. You think that this bank-examiner had nothing to do, or his presence had nothing to do, with the use of this money?—A. I really do not think it had. It would not, as far as I am concerned.

Q. Will some one refer me to the board-prices for curbing. I want to

ask the governor a question or two about that. [Mr. Johnson, secretary of the board, does as requested.]—The first lot of curbing that was advertised for, you will find on the record, part of it was paid for by Mr. Samuel Strong, which he didn't deliver, and turned over to Lockwood & Co. After that the board bought it in open market wherever they could buy it best and cheapest.

Q. Can you from memory state the prices for furnishing, setting, and curbing?—A. It is about \$1.30.

Q. Curb set?—A. There are different kinds of curbing.

Q. What kind of curbing did you chiefly use; what thickness?—A. Five-inch mostly, some 6-inch; 6-inch cost \$1.45 set, and 5-inch \$1.30.

Q. How was it with circular?—A. The circular curb I don't know about.

Q. I would be glad to have you refresh your recollection in regard to this matter, and see if the 5-inch—the board-price—was 95 cents for furnishing and 25 for setting?—A. That was it, I guess.

Q. For six-inch \$1.12 for furnishing and 30 cents for setting; total, \$1.42?—A. That is it, sir.

Q. What kind of circular did you use—five or six inch?—A. A good portion of our circular—of these long radii—was cut out of six-inch; cut down to five.

Q. Was the circular \$1.75 for furnishing?—A. Yes, sir; for the corners, I think.

Q. And 30 cents for the setting?—A. Yes, sir.

Q. That would make \$2.05?—A. I think so.

Q. Yet I see the Government is charged \$2.50?—A. Where?

Q. In a good many places through these reports; for instance, take P-street circle. That is got to be historical ground now.—A. I suppose the fact of the business was that some of that curb cost \$1.75, which was furnished by a man named Wescott; but that which was furnished here we had cut to suit the different radii from, and must have cost us fully \$2.50.

Q. But your board-prices were \$2.05. Now, this curbing is already dressed when it comes here, is it not?—A. Some of it is and some of it is not.

Q. Was not that dressed when it came here?—A. A good deal of it was, and some not.

Q. The dressing, then, was embraced in the \$2.05 or the \$1.42 or the \$1.20, as the case might be?—A. In most cases.

Q. Then, I call attention to that because I understand these to be the board-rates, and I find this curbing is charged—the circular—to the Government at \$2.05, and it is charged in excess of these prices that I have named here, which you say are the board-prices; charged to the Government at rates in excess of these prices?—A. I suppose there was some reason for it if it was done.

Mr. WILSON. I see it has been done.

The WITNESS. Have you a memorandum of the cases?

Mr. WILSON. I have not now.

The WITNESS. If you will furnish it to me, if I can give an explanation of it, I will.

Mr. WILSON. Probably some of these parties who are looking over these books will find it. I have it not just at hand now.

By the CHAIRMAN:

Q. P-street circle is so charged?—A. P-street circle I know was cut out of six-inch curb. I gave the order for it to be done.



By Mr. STANTON:

Q. Which curb do you refer to?—A. I mean the curb around the circle itself.

By Mr. WILSON:

Q. I think you must be mistaken.—A. No; I stood by and saw it done.

Q. You do not mean it was a circular curb?—A. I mean it was a six-inch straight curb cut down to five inches to fit that circle. There was very little taken off of each curb. It was cut—I know it was cut. I gave the order and stood by and saw the greater part of the work done. There was great delay in cutting that curb and setting it, and I wanted the street done at once. It was 6-inch straight curb, cut down to 5-inch, so as to give the curve—to fit the radius.

Q. Do you mean to say each piece is curved?—A. I mean to say that each piece of that curb is cut and fitted to that circle out of six-inch curb.

Q. In other words, you take a piece of curb that is six inches thick and you trimmed it so that it made it circular in form?—A. It gave it the proper curve for that circle.

Q. It required to be dressed down to five inches in order to give it that curvature?—A. It is about five-inch curb now.

Q. I think you must be mistaken about that.—A. No; I had considerable difficulty, I remember, in regard to that circle, and it has impressed itself for that reason very strongly on my mind.

Q. I think the curb you are referring to must be the circular curb around the outside.—A. No, sir; the curb around that circle.

Mr. WILSON. There will be a great difference of opinion between three or four members of the committee and yourself, if all were called upon to swear.

The WITNESS. I cannot help that.

Mr. WILSON. Because we happened to be out there one day and looked at that thing particularly.

The WITNESS. I can produce the man who cut it—the man who cut that curb there.

By Mr. WILSON:

Q. I would be glad if you would have somebody look at it.—A. I have looked at it myself. I gave the order for it to be done. I had it hauled there.

Q. But human memory is such a frail thing.—A. I know what I say, because I had trouble on that spot.

Q. You asked me for some instances. The chairman hands me some cases on page 428. I will call attention to 21 linear feet of circular curbing, at \$2.50. That is one item.

Mr. MERRICK. There are about a dozen of them.

Q. And then 1,535 linear feet of circular curbing, at \$2.50.

The WITNESS. Where is that?

Mr. WILSON. That is at P-street circle.

Q. And then I see the next item, 18 linear feet, at \$2.50. Then I see 172 linear feet of circular curbing, at \$2.50.

Mr. MERRICK. You will find four or five pages consecutively.

Mr. WILSON. Every one of them that I put my eye upon there is charged at \$2.50 to the Government.

Mr. MERRICK. Yes; there are four or five on each page.

Mr. STEWART. Was there any straight curb?

Mr. WILSON. No; that is charged at \$1.50, while the board price is \$1.20 and \$1.42.

Mr. STEWART. You can very easily tell how much is charged as straight and how much is charged as circular around P-street circle?

Mr. WILSON. It is 1,535 feet.

Mr. STEWART. That includes the whole of it.

Mr. WILSON. That is, circular. Then the straight curbing at P-street circle is charged at \$1.50, and I think you will find uniformity through the vouchers that the charge against the Government for straight curb is at \$1.50 and the other \$2.50.

The WITNESS. The fact of the business is, the 6-inch curb cost the board a little over \$1.50. If you add the 5 per cent. for contingencies to \$1.42, that would make the \$1.51 or \$1.52 as the actual cost. Now, in regard to these short curbs of which you speak, I have no doubt they cost the board fully \$2.50. There were a great many irregular curbs, which had to be cut to fit special places, and I think the vouchers will demonstrate that they cost the board \$2.50.

Q. Did you use any granite curb?—A. Yes, sir.

Q. The board-price is the same for bluestone curbing?—A. It cost about the same.

Q. The board-prices were exactly the same, were they not?—A. I think they were.

Mr. CHRISTY. On the subject of granite curbing, I find a charge on Fourteenth street west, from H street to N north, \$3. It is for granite curbing and setting. It is one of the tabular statements of the report of 1872.

The WITNESS, (after examining the report.) That is granite circular curb and setting. That is at the corner opposite the circle. That is what it cost. It was cut by Mr. Emery. I gave the order for that myself. It is an irregular curve.

By Mr. WILSON:

Q. I should like to have a statement of the whole amount of flagging purchased, the persons from whom purchased, and the prices paid.—A. You shall have it. Here is a voucher, for instance:

1872, JUNE 17.

THE BOARD OF PUBLIC WORKS.

To M. G. EMERY & BRO.,

DR.

For 95 feet of circular granite curb, 6 by 20 inches, ordered of R. Phillips.

Chief engineer, at \$2 .....	\$190 00
Haul to Gay and Green streets, Georgetown.....	18 00

208 00

The vouchers run through in that way.

Q. Did you state yesterday, or at any time during your examination, what amount of wood pavements had been laid since the 15th of May, 1872?—A. Our report states it for 1873.

Q. The whole amount laid?—A. Yes, sir.

Q. It states the whole amount laid; but is there any mode of ascertaining how you estimate them since the 15th of May, 1872?—A. Yes, sir; by deducting the amount in the former report from this. The greater quantity of it was laid since the 15th of May, 1872.

Q. The reason I ask the question is this: on the 15th of May, 1872, it appears a report was made by some persons who were designated—whose names I do not now remember—

The WITNESS. An advisory board.

Q. To look into this matter of wood pavements?—A. Yes, sir.

Q. They made a recommendation against the further use of that class of pavement?—A. They recommended the concrete instead.

Q. They recommended the use of this to be discontinued unless there was some special reason why it should be continued?—A. They recommended concrete in preference.

Q. Where is that report?—A. It is part of my answer.

Mr. STANTON. It is in the testimony also.

The WITNESS. The fact is simply this: the people would not have asphalt, and would insist upon having the wood pavement put down. They thought that the asphalt pavement was a mere experiment, and they were not willing to run the risk of having it. They wanted treated-wood pavement, and the board gave it to them.

Q. In accordance with their wishes, you put it down?—A. Yes, sir.

Q. Was that done on petition of the citizens?—A. In almost every instance it was done at the request of citizens, either on their verbal or written petition.

Q. I have here referred to me that report, and it contains this paragraph:

And that wood pavement be laid only where existing contracts or some other exceptional reason demand them.

The WITNESS. That was the exceptional reason: the people would not have the asphalt.

Q. The reason of your action was that the people desired to have the wooden pavement?—A. Yes, sir. There was a very bitter prejudice against asphalt pavement, and it is only beginning to wear away. The people thought that it would grind up. When this pavement was laid in front of the Arlington, I know that there was a most intense feeling in regard to it. It was claimed all around that it would grind up.

Q. How long has it been since the board had money with which to carry on these improvements?—A. The board was tolerably easy until last September, at the time of the financial crash. I had negotiated these sewer-bonds at 92½ in the city of New York, conditioned upon an opinion as to the legality of the law—the opinion of Messrs. Cushing and Black. That opinion I got and mailed to them the day before the crash, and that was the last I heard of the negotiation.

Q. They didn't touch it, of course?—A. Everything went to pieces.

Q. The contractors—some of them—have been testifying that they have not been having any money for a long while. For instance, I will cite Mr. Bartlett, who has a heavy sewer-contract. Some of them have said that they have not had any money since along about the time the appropriation was made in January, 1873.—A. I don't think the facts will bear that out.

Q. How long after that appropriation was made was it that it was entirely exhausted?

The WITNESS. Which appropriation?

Q. That \$1,240,000 appropriation?—A. It was exhausted within a week, I guess. The board did not keep it at all. They paid it right out.

Q. On what the board was already owing?—A. Yes, sir.

Q. Then you had those other appropriations to which I have referred?—A. Yes, sir.

Q. How long did they last?—A. Paid them right out.

Q. Just as soon as they were procured?—A. Yes, sir.

Q. So that the board was already in debt to the extent of these appropriations at the time they were made, and they were not available for any future work?—A. You must recollect this: We had got



\$2,000,000 of these assessment-certificates authorized by the legislative assembly, and a lot of bonds which were given the board to reimburse them for expenditures which we used in paying out to our contractors. We did not sell them. The District did not lose any discount on them. We paid them out to the contractors.

Q. You were driven, then, to the expedient of using that kind of paper in order to satisfy your ——?—A. I never considered it an expedient at all. I considered it a good security; one which was a proper tender for work done.

Q. It was a mere security and not money, as a matter of course?—A. It was not money any more than the United States bonds are money. Still, a United States bond would be a good tender, or any other good bond.

Q. It was, in effect, the board going in debt for the work they were doing?—A. No, sir; it was merely anticipating what was due the board, and making it available. It was due on account of assessments on the work that we had done.

Q. How long did these assessments run?—A. Why, a large portion of them—the work had been in progress on these for two years.

Q. How long a time did the property-holders have in which to pay their assessments?—A. Five years.

Q. Then that was simply an obligation?—A. No, sir; payable in installments—regular coupon-certificates, bearing 8 per cent. interest, and considered first class securities, and they are even now, notwithstanding this investigation, selling at 80 and 82 cents on the dollar.

Q. And that only applies to the one-third of the cost of the improvements? The balance comes from the District taxes and such appropriations as they get from Congress?—A. Yes, sir. We received that appropriation in March. We had available nearly \$3,000,000 of assets in the shape of these assessment-certificates—the bonds which were issued to make up the \$4,000,000 loan and to reimburse us for expenditures—which we used, and which kept us moderately easy until September—until these bonds were printed and the negotiations had been made. Had it not been for the crash coming on, we should not have felt any trouble, probably, until November or December. We would have got along quietly until December.

Q. That paper was the means you had of getting along with these improvements and paying for them; and, outside of that, you had nothing except the ordinary collection of taxes?—A. That is all.

Q. Now, when were the pavements put down in this northwestern part of the city—out in this region where it is said that the real estate pool has been operating?—A. I think Connecticut-avenue pavement was one of the first pavements started.

Q. There has been a great deal of paving done out there in that region?—A. Not more than anywhere else. Our idea was to run on a line——

Q. I am not saying that there has been any discrimination. I am not assuming anything of that kind.—A. Of course not. I simply wanted to explain. The idea of the board was to take a line at a mark, say N street and P street, and south of that over to B street on the Island, and pave it and sewer it thoroughly, so that the heart of the city would be finished up. The board worked upon that idea all the way through. Now, in regard to the opening of Connecticut avenue and Massachusetts avenue, I will say that those avenues are the main thoroughfares from the city to Georgetown. In days gone by it was almost impossible to get to Georgetown over that old bridge. The building

of this P-street bridge was started by the old corporation, but changed radically by the board. It was raised up 15 feet, and the approaches were made to it. This opened up the travel from the northern part of the city to Georgetown, and by way of Connecticut avenue. Paving the streets which cross those avenues rendered the paving of the avenues necessary. It was part of the general plan.

Q. Out beyond Massachusetts avenue it is very sparsely inhabited?—

A. There are no streets paved except P street across.

Q. North of Massachusetts avenue?—A. P street is the only street north of that that is paved, and that is paved because it runs directly across the circle.

Q. Is not Fifteenth street paved from the Boundary to S street?—A. No, sir; Sixteenth street is paved all the way out—Seventh, Ninth, Fourteenth, and Sixteenth streets.

Q. But is not Fifteenth street paved with wooden pavement from Boundary street to S, and then is not there an intervening gap?—A. No, sir; the pavement stops at Massachusetts avenue on Fifteenth street.

Q. Is not there a wooden pavement close to Boundary street?—A. Not on Fifteenth street; there is on Sixteenth street.

Q. All the way out to the Boundary?—A. Yes, sir.

Q. Is it paved all the way to its connection with the avenue?—A. To Lafayette Square, where it stops.

Q. Is not there a street there paved from Boundary street down some four, five, or six squares, and intervening a space of three or four squares, say from S down to P?—A. I think not. I am mistaken. It is from Boundary to S street. It was done after I left the board, sir.

The WITNESS. Judge Wilson, here are a number of these bills for circular curbs, if you desire to see them. Two dollars and seventy-five cents the board paid in some instances; \$2.50 will not pay us for the circular curb.

The WITNESS stated he was informed that he was mistaken about Fifteenth street.

Q. That was my remembrance; we stopped right there in the street.—A. You are right, sir.

Q. There is no pavement laid along Boundary street?—A. None at all, sir.

Q. No pavements running east and west across these above P street?—A. There is on S and T street, and R, I think, is in process of improvement.

Q. When was that pavement laid on Fifteenth street, between Boundary and S?—A. Indeed, I do not know; I did not know that it had been laid.

Q. What was the necessity of putting down that expensive pavement out in that locality, where so few people seemed to be living?—A. Well, on Fourteenth street and Sixteenth street I think it was a very necessary improvement.

Q. Those streets run out to Boundary?—A. They run out into the country, yes, sir; and Fifteenth street, I suppose, has been paved to connect with Fourteenth street. Those squares are pretty well built up there on R, S, T, and Q. There are blocks of houses on each one of those streets between Tenth and Fifteenth, and I suppose Fifteenth street was paved to make that connection.

Q. Is there any of this pool-real-estate on Fifteenth street?—A. None that I know of, sir.

Q. Who owns the real estate there for two or three blocks from Boundary down this way on Fifteenth street?—A. Indeed, I do not know; I have not an idea.

Q. Do you know who let out the contract for paving Fifteenth street from Boundary down to S?—A. Indeed, I do not know.

Q. Do you know who did the work?—A. I do not.

Q. Who took the gravel from O street? O street was a gravel street, was it not?—A. Well, it is like most streets, a mixture of gravel and dirt.

Q. It had been a gravel street, had it not?—A. It may have been; I do not recollect specially.

Q. Do you know whether Major Vanderburgh took the gravel from that street and hauled it off, and used it in the construction of other streets in connection with a pavement?—A. Indeed, I do not know. When was that done?

Q. I think it was done some time this last summer, but I am not posted about the dates.—A. I did not know it had been done at all.

Q. There has been no pavement laid on O street, as I understand?—A. I think O street is in course of improvement. I notice it is cut up.

Q. You never noticed where gravel was taken to from that street?—A. I did not.

Q. Do you know who has the contract for the improving of O street?—A. I do not.

Q. If there was any contract let for that, when was it done—was it done since you ceased to be vice-president of the board?—A. Indeed, I cannot recollect. It may have been done before I left. I could not possibly tell you without examining my record.

Q. Some one of the witnesses a few days ago spoke about Massachusetts avenue, stating that Senators Bayard and Edmunds did not pay any assessments, but that their assessments were remitted to them on account of damages to their property. Do you know anything about that?—A. There was some settlement made with them; Colonel Magruder is familiar with it. I do not know exactly what the details were. They submitted some claim for damages. I forget what it was. He settled the matter with them. I concurred in it at the time, but I do not remember what the details of it were.

Q. There was pretty expensive work done in front of their property?—A. Yes, sir; it was very costly work.

Q. There was costly work done just along in that vicinity in front of other persons' property?—A. That was the only property that was improved; that is, with an improvement. There are four or five very fine houses there. There are two houses that will have to be fixed up by the board: either dropped down or underpinned, or something done with them. It was a cut that was made after mature deliberation, and against the protest of Mr. Edmunds and Mr. Bayard. They wanted the street parked in the center and the hump kept there. The board, after examining the thing thoroughly, came to the conclusion to cut it down, and thereby incurred the displeasure of these two gentlemen; still, we did what we thought was right.

Q. Did you make any other settlement with any other property holders along there?—A. I do not know. I do not know whether any others have applied. There was something done for Judge Wylie, who owned some property there. There was some concession made with him. I am not familiar what it was at this moment.

Q. Do you know whether the board moved a house for Judge Wylie?—A. I think they did. I think that was it.



Q. How was the cost of moving that house settled with him?—A. I suppose the board paid it.

Q. Did they make any assessment against his property, or was he released from assessment?—A. Well, they may have paid it with the assessment; I do not know.

Q. His property was right there in the same locality?—A. Yes, sir; it was on the same square.

The CHAIRMAN here requested the witness to have prepared and present to the committee a statement of the floating debt of the District.

The committee then adjourned to ten o'clock a. m., on Monday morning.

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WASHINGTON, D. C., *May 9, 1874.*

Testimony taken before the chairman on the part of the Senate and House of Representatives.

MATTHEW McNAMARA sworn and examined.

By the CHAIRMAN:

Question. Did you work for William H. Adams, a contractor?—Answer. Yes, sir.

Q. How long?—A. I worked from the 8th of September, 1872, to the 26th of January last, I think.

Q. Does Adams owe you any money?—A. Yes, sir.

Q. How much?—A. One hundred and sixty-five dollars and seventeen cents. That is what he allowed me on his pay-roll, but he owed me more than that; but as I expected to get that amount I did not say anything about it. I thought I would rather lose the difference than go without the money.

Q. Now, tell us what you know about Adams taking Government property for his own use.—A. I have seen him take bricks off of B street, along the Smithsonian grounds—off the sidewalks—and use them in other places.

Q. Where did he use them?—A. The drivers took them away. They were bringing them to F street at that time.

By Mr. WILSON:

Q. Whereabouts on F street?—A. I cannot say. I never worked on F street. I know that he was working on F street at the time—F street southwest.

Q. What were they using the brick down there for, as you understood it?—A. They were using it on sidewalks.

Q. Between what streets, on B street, did they take up those bricks?—A. It was between Seventh and Ninth streets.

Q. B street north or south?—A. B street south.

Q. How many of those bricks did they take up and cart away?—A. Well, in my time they had taken about, as near as I could judge, ten or twelve thousand. I was called away from that job to another one.

Q. What were put down in place of those bricks?—A. Nothing at that time. They were grading the sidewalk, and lowering it to the new grade of pavement. We had taken the bricks up and piled them on one side along the fence.

Q. Then they were hauled away?—A. Yes, sir; they were taken away.

By the CHAIRMAN :

Q. Were they good brick ?—A. Very good brick.

Q. Do you know how long they were down there ?—A. I could not say. They have been down there not very long. There was very little travel on that street, and they were very little worn.

Q. Whose teams hauled them away ?—A. They were working for Mr. Adams.

By Mr. HODNETT :

Q. What did Mr. Adams tell you, when you were laying the bricks, about any one coming around and asking you where the bricks were going ? Did he tell you not to tell anybody where they, the bricks, were sent to ?—

A. One day we had worked until some six or ten minutes before six, just a short time before quitting time, and we had loaded two or three carts, when a gentleman came around and inquired of me where those bricks were going. I answered him that I did not know. The next day William H. Adams came around, and I told him that a gentleman was there the night before and inquired of me where those bricks were going. He asked me what I said, and I told him that I had said that I did not know. He said, "That is right; you must be careful when you are loading those bricks."

Q. What did Mr. Adams do when the superintendent was there looking over the bricks ? Did he ever take him into a store to drink while the bricks were being loaded ?—A. He had watchmen there on the brick, and when the carts would come down to take the brick away these parties used to be taken into a saloon, and while they were getting their drink the carts were being loaded. Of course we were working-men, and had to comply with their wishes or else be discharged.

Q. Who was the superintendent there ?—A. Mr. Whittemore.

Q. Was he Adams's superintendent or the board's superintendent ?—

A. The board's superintendent; but I believe he pretended to be doing a little for both sides.

Q. He was officially appointed by the board ?—A. Yes, sir; he was inspector of works.

By Mr. WILSON :

Q. What was Whittemore's business, before he went on there as superintendent ?—A. I did not know him; he had some carts working on the streets for Adams. He seemed to have charge of Adams's men, besides superintending the men.

Q. Do you know of any other Government property or private property that was taken or hauled away in this manner ?—A. No, sir; I do not.

DANIEL CLANCY sworn and examined.

By the CHAIRMAN :

Question. Did you work for William H. Adams ?—Answer. I worked on the same street that he was working on,—B street, southwest,—last July. I saw him have his horses and carts hauling bricks away and taking them down to B street, southwest, and putting them on the pavement on one side of the street.

Q. Hauling them from B street and laying them down on B street ?—A. Yes, sir.

Q. Between what streets, do you remember ?—A. Pretty near the whole street. I do not remember the streets. I set the curb near the Smithsonian grounds.

By Mr. WILSON :

Q. Do you know that it was the same brick that went away from B street between Seventh and Ninth that was laid in F street ?—A. Yes, sir; the same brick. They took it from B street between Seventh and Fourteenth.

Q. Did they take the whole of it ?—A. The greatest part. He took some up to the upper part of the city. I do not know where.

Q. What kind of brick were these ?—A. Good pavement-bricks.

Q. What do you think they were worth a thousand ?—A. Twelve or thirteen dollars. He hauled some to the Thirteenth-street sewer—Thirteenth street, northwest. The brick were put on the sewer there, and they must have been good brick if they were fit for the arch of the sewer.

Q. These brick were taken from the pavement ?—A. Yes, sir; right opposite the Agricultural grounds.

Q. Put in the sewer ?—A. Yes, sir.

By Mr. HODNETT :

Q. On what street is that sewer situated ?—A. Thirteenth street, northwest. Mr. Almond is a paver on D street, and he knows all about it. I have sent for him.

Q. He knows the character of the brick ?—A. Yes, sir.

Q. Does he know that Adams hauled it away ?—A. Yes, sir; he laid some of them down on F street after they were hauled down there.

Q. He knows that they came from B street and that they were laid on F street ?—A. Yes, sir; he laid them.

Q. Did you do the curbing on B street ?—A. Yes, sir.

Q. Did you work as a subcontractor ?—A. No, sir; I worked by the day for Adams, subcontractor.

Q. Does Adams owe you any money ?—A. Yes, sir.

Q. How much ?—A. Seventy-two and some odd dollars.

Q. Do you know of any other property being taken or used in this way—either Government property or private property ?—A. No, sir.

Q. Who superintended the board of public works on that street ?—A. Mr. Whittemore.

Q. What was his business before he went there ?—A. I do not know what his business was, but he was employed by the board.

Q. Did he have any carts ?—A. He had some carts there working for Adams. His son was time-keeper for Adams.

Q. Did you lay any of the bricks ?—A. Yes, sir; I laid some in the F-street sewer.

Q. Those were Government brick ?—A. Yes, sir.

By Mr. HODNETT :

Q. Did Adams ever approach you when you were loading those brick and tell you to be cautious and not tell anybody about it ?—A. No, sir; I did not see Adams around when I was loading them.

By the CHAIRMAN :

Q. How long did this go on ?—A. He was hauling them from the 10th of July until October, different parts of the time.

Q. How many carts would be hauling ?—A. Sometimes eight or nine. There were watchmen there, as I understood; Government watchmen.

Q. You saw the bricks taken up on B street, from Seventh to Fourteenth ?—A. Yes, sir.

Q. Can you give an idea of how many bricks were taken up ?—A. I cannot; Mr. Almond can give you an idea.



By Mr. HODNETT:

Q. Who took the Government watchmen that were watching this property away and treated them to a drink while the brick were loading?—A. Charles Adams, brother of William H. Adams, as I understood. While these bricks would be loading he would take them into a tavern; whether they drank anything or not I do not know.

ROBERT BUNN sworn and examined.

By the CHAIRMAN:

Question. Did you work for William H. Adams?—Answer. Yes, sir.

Q. Where?—A. I worked for him a good deal these last two years.

Q. On city contracts?—A. Yes, sir; I worked on the F-street sewer out to the branch: Twenty-fifth street: B street, and pretty much wherever he has been working.

Q. Do you know anything about taking up bricks away from B street?—A. Yes, sir; I saw some taken away from B street.

Q. Where were they sent to?—A. I believe they went down to F street, and others went down to Thirteenth street and Twentieth street.

Q. Do you know of any bricks taken from B street and put into a sewer?—A. Yes, sir; I believe there were some that went into a sewer.

Q. Was this good brick?—A. Yes, sir; it was first-class brick. Inspectors would rather have them than the new ones.

Q. It was first-class pavement-brick?—A. Yes, sir.

Q. Taken from B street south?—A. Yes, sir.

By Mr. WILSON:

Q. Between what streets?—A. They were taken all the way up from Sixth street to Thirteenth street. They used to take them, put them into a cart, and take them away.

By Mr. HODNETT:

Q. What position did you hold under Mr. Adams?—A. I was a brick-layer.

Q. Did not you act as superintendent sometimes?—A. Yes, sir; a little.

By the CHAIRMAN:

Q. Where did you lay brick for him? Did you lay brick on the F-street sewer?—A. No, sir; that was paving down there.

By Mr. WILSON:

Q. What brick-laying did you do for Mr. Adams?—A. Sewers and man-holes. That was all he had to do in the city.

Q. What sewer did you work on for him?—A. On the Thirteenth street sewer.

Q. Did these brick come down from B street to the Thirteenth street sewer?—A. Yes, sir.

Q. Did you lay any of these brick yourself in the sewer?—A. Yes, sir.

Q. How do you know they came from B street?—A. No more than what was said—what the men said that were hauling them.

Q. They were not new brick?—A. No, sir.

Q. Were they paving-brick?—A. Yes, sir.

Q. Is Adams indebted to you at present?—A. Yes, sir.

Q. How much?—A. Two hundred dollars.

By Mr. HODNETT :

Q. Did you ever go with the committee to see Henry Willard, vice-president of the board of public works ?—A. Yes, sir.

Q. What did Willard say to you at that time ?—A. I did not see Mr. Willard myself.

Q. You went with the committee ?—A. Yes, sir. The men went in, and I understood that he said that the board did not owe Adams a dollar.

Q. Who was superintendent at that time ?—A. Superintendent on B street ?

Q. Yes, sir.—A. A man by the name of Whittemore.

Q. Did you ever have any conversation with Mr. Whittemore ?—A. Not about these bricks.

Q. Did Mr. Adams know where the bricks came from ?—A. I don't know whether he did or did not.

Q. Did he ever say anything to you about the bricks ?—A. No, sir.

Q. Were you acquainted with any of the Government watchmen ?—A. Yes, sir ; I saw them. I think one man had but one arm.

Q. Do you know what his name was ?—A. No, sir ; I do not.

By Mr. WILSON :

Q. Do you know that Whittemore had a son down there ?—A. Yes, sir.

Q. What was his position ?—A. He was time-keeper for him.

By Mr. HODNETT :

Q. Who acted as superintendent for Adams ?—A. Bob Ray.

Q. Did he know about taking the brick ?—A. He was around there all the time.

Q. Had Adams a brother employed there ?—A. He had two brothers.

Q. What were their names ?—A. One was Charley ; he was there all the time. The other was James ; he was kind of a cashier.

Q. Are you cognizant of the fact that Charley Adams always took the Government watchmen in a saloon to drink while the brick were being removed ?—A. I have seen him go in with them while the carts were being loaded.

THOMAS HARRAHAN sworn and examined.

By the CHAIRMAN :

Question. Did you work for Mr. Adams ?—Answer. Yes, sir : had some horses and carts working for him.

Q. What were you doing ?—A. Working on the street.

Q. What street ?—A. B street, on the Island.

Q. B street, southwest ?—A. Yes, sir.

Q. Grading ?—A. Yes, sir.

Q. Hauling brick ?—A. Yes, sir ; a little of everything.

Q. Where to ?—A. To near the wharf, and to other places.

Q. What were the bricks used for ?—A. For putting in the sidewalk.

Q. On what street ?—A. I believe it was F street, southwest, although I am not positive. It was down near the wharf.

Q. Where did you take the brick from ?—A. From B street, between Seventh and Eighth. I have also taken some up to First street.

Q. From the same place ?—A. Yes, sir.

By Mr. HODNETT :

Q. Did Adams say anything to you when you were hauling the bricks ?—A. No, sir ; he only told me to hurry up.

Q. Who pointed out the brick you were to take?—A. Adams did, himself.

Q. Himself in person?—A. Yes, sir; one of the Adamuses; I could not say now whether it was Charley, William, or Jim.

Q. Did he tell you not to tell any one about the matter; that if any one came to you while you were hauling them not to make any answer?—A. I believe he did.

Q. How much brick did you remove?—A. I hauled several times.

Q. You were of the committee that I sent down from my office to see Henry A. Willard about this Adams?—A. Yes, sir; I was.

Q. When I told you to get the order and bring it to me, what did Willard say?—A. He would not give it.

By Mr. WILSON:

Q. Do you know of other Government property being used by contractors?—A. No, sir; I do not. I had to work on this job all the summer, and I, of course, did not see what was going on at other places.

DAVID ALMOND sworn and examined.

By the CHAIRMAN:

Question. State your business.—Answer. Well, sir, I contracted to do this paying for William H. Adams.

Q. Where?—A. Down on B street south, on the 2d of last May.

Q. Did you do it?—A. Yes, sir; I done the work there.

Q. Between what streets?—A. Between Sixth and Fourteenth.

Q. Did you pave the street?—A. Yes, sir.

Q. On each side of the street?—A. On both sides.

Q. On both sides of B street, between Sixth and Fourteenth?—A. Yes, sir.

Q. Did you pave any on F street, southwest?—A. I paved some on F street, between Eleventh and Twelfth; I paved one square.

Q. On both sides of the street?—A. Yes, sir.

Q. Where did you get your brick from?—A. The brick that went on F street, southwest, I got from B street, along the Smithsonian lot and the Armory lot.

Q. Where did you get the brick from that you paved B street with?—A. He bought a great amount of that. He bought that to the amount of 9,000 yards, I suppose. It amounted to 12,000 altogether on B street, from 6 cents to 14 cents, and out of that I believe he bought 9,000 yards of new brick.

Q. Let me see if I understand you. The old brick was hauled away from B street and put down on F street?—A. Yes, sir; between five and six hundred yards of it.

Q. And then new brick was put down in its stead on B street?—A. Yes, sir; the new brick replaced that on B street, along the Armory lot and the Smithsonian lot. I think he hauled away fifty or sixty thousand of the Government brick to different places; took some down to F street south, and to some other work he had around the city. The best of my recollection is that he took from fifty five to sixty thousand of the old brick off of B street, but where he took them I could not tell. Then he relaid some three thousand yards of old pavement on B street in front of the Armory lot, the Agricultural grounds, and the Smithsonian lot. That work I think amounted to over four thousand seven hundred yards, and three thousand yards of it I think is relaid.

Q. The balance is all new brick?—A. Yes, sir; that is my idea. It



was fifty or sixty thousand—it may be over. That belonged to the Government.

Q. Does Adams owe you?—A. Yes, sir; he owes me \$1,013.70 on that work. It was completed the 3d of last December.

Q. What did you charge him a yard for relaying old brick?—A. I charged him 12 cents for relaying the brick and 12 cents a foot for setting the curb.

By Mr. WILSON:

Q. What did you furnish—who furnished the sand?—A. He furnished the sand and material and everything. I did the work and paid the laborers myself.

Q. You paid your men?—A. I paid all my men, except about \$100 that I owe yet. I could not pay them that when I didn't get this ten hundred dollars, so the poor men are out of their money still.

Q. Did you see Adams about this debt?—A. Yes, sir; many times.

Q. What did he say to you?—A. He had no money. He said he could not get any money from the board to pay me.

By Mr. HODNETT:

Q. Did you, in company with a committee, call upon Ewing and Johnson, the attorneys that were in this case before I got into it, and did they say that Governor Shepherd told them that if they got an order from Adams for the \$7,000, that he would pay it?—A. Yes, sir; I saw that letter myself. Ewing and Johnson hold that letter still that Shepherd sent at that time; but I guess we have a copy of it.

By Mr. WILSON:

Q. During what months were those bricks taken from B street?—A. I believe it was in July last, or August.

By Mr. HODNETT:

Q. How many cart loads do you think?—A. He put all the horses on the work at it.

Q. Were all the bricks taken?—A. No, sir; he put part of them in again.

Q. In the pavement?—A. Yes, sir; he took over half of them away.

Q. Did he pick them out and take the best?—A. Yes, sir; he used all the whole ones.

Q. How much do you think the brick was worth a thousand?—A. Fifteen dollars, I reckon, on the ground.

By Mr. WILSON:

Q. Was there any grading to be done?—A. Yes, a large amount, some parts of it as much as four feet.

Q. Then the material and work for a square yard of brick would be about 32 cents, according to your idea?—A. Yes, sir.

Q. What did you get for setting curbs?—A. Twelve cents, and twelve cents for paving brick.

Q. Who dug the ditch for the curb?—A. I dug the ditch myself.

Q. Was that included in the 12 cents?—A. Yes, sir; I had to dig the ditch.

Q. You supplied all the labor?—A. Yes, sir.

Q. Was the curb already dressed when it came to you?—A. Yes, sir; the curb was dressed.

Q. Where was that curb dressed? Was it dressed by Adams, or was it furnished him dressed?—A. It was furnished him dressed; it was hauled up from the Seventh-street wharf.

Q. Had it been dressed at the quarry?—A. I believe it was dressed at the quarry.

Q. Have you been setting curbs for a long time?—A. Yes, sir; for nearly seventeen years.

By Mr. HODNETT:

Q. Who was the superintendent of the board on that work?—A. Mr. Whitemore; he lives down on the Island.

Q. Who acted as time-keeper for Adams?—A. I think his brother did.

Q. Did Adams ever tell you where he got those brick; did you have any conversation with him about it?—A. No, sir; he never said anything about it. I noticed that when he hauled them he didn't want the watchmen see him take them away.

Q. Did his superintendent take the Government watchmen into drink?—A. Sometimes.

Q. While the brick was being removed?—A. Yes, sir.

By Mr. WILSON:

Q. Do you know this man Whitemore?—A. Yes, sir; his name is Zack Whitemore.

Q. How long have you known him?—A. I have known him a year and a half. I know him since he became superintendent over me last November twelve months.

Q. What was his business before that?—A. I think he is a carpenter.

By Mr. HODNETT:

Q. Who was the Government watchman?—A. I do not know who he was.

Q. Did you see him there?—A. I did many a time.

Q. Did you see him taken in to drink when the cart was there to be loaded?—A. I didn't see him drinking, but I was told that he did. Some of the men said it was done.

MONDAY, May 11, 1874.

The committee met pursuant to adjournment.

Governor A. R. SHEPHERD's examination continued.

By Mr. WILSON:

Q. Last Saturday a committee made its appearance here, before the chairman of this committee and myself. During their visit we took some testimony, in connection with which the committee suggest that it is best that some questions should be put to you. Some of the questions that I will now submit have been the result of the investigation on last Saturday, when there was no one present, except the chairman and myself. The bulk of that testimony has reference to the use of Government property by William H. Adams, one of the contractors of the board; removal of brick pavements from B street south, from Sixth to Fourteenth streets. Did you know Mr. William H. Adams as a contractor prior to the organization of the board of public works?—A. I did not.

Q. Has he had somewhat extensive contracts since the organization of the board of public works?—A. He has done a good deal of work.

Q. What has been the character of the work that he has done?—A. Mostly sewerage, if I recollect right. He paved B street, between the points which you have named, from Sixth to Fourteenth street.

Q. Did he pave F street south?—A. I think not; that I would not be certain about.

Q. Did he construct the sewer on Thirteenth street?

The WITNESS. Where do you mean on Thirteenth street?

Mr. WILSON. I am not able to give you the point, as I have not the contract before me?—A. I do not recollect that he did. He may have done so.

Q. Has the board of public works held back any payment from Mr. Adams?—A. That I cannot tell you. The auditor can tell.

Q. Do you know whether he has given the necessary bond to protect the city, or to protect the board of public works in this matter of keeping his work in repair?—A. I think he has.

Q. Do you know anything in relation to an order of \$7,000 that was given by Adams for the benefit of his employes and accepted by the board?—A. I do not.

Q. Have you heard of any such order having been given?—A. I saw the petition of Mr. Hodnett, in which my name was coupled with that of Mr. Adams in regard to a certain transaction, and I have heard some talk—I think Mr. Willard had a record made of the whole transaction.

Q. Did he not submit it to the committee?

The CHAIRMAN. Yes, sir. We have that record. The correspondence seems to have been with Mr. Willard.

By Mr. WILSON:

Q. You know nothing, then, of any order having been given by Mr. Adams on the board of public works for this amount of money for the purpose of paying his employes?—A. I know nothing about the transaction at all.

Q. And if such an order was given you do not know whether it was charged to Mr. Adams's account or not?—A. I do not.

Q. Who would know about that?—A. The auditor.

Q. Do you know what became of the brick that were in the foot walks along the Government property between Sixth and Fourteenth streets?—A. I do not. I supposed they were taken and used again.

Q. Used where?—A. Used at the same place; were they not?

Q. Well, the testimony that has been taken by the chairman and myself indicates pretty strongly that Mr. Adams hauled those bricks and put them into foot-walks, down on Seventh street south, near the wharf?—A. Mr. Adams had no work in Seventh street south.

Mr. WILSON. I beg your pardon. It was on F street.

A. Well, the superintendent of property will know. He may have taken those brick up on his returns, and re-issued them on other work. That was frequently done.

Q. What was the occasion for doing that? You were going to re-pave that along there, were you not?—A. Well, I do not know. I say that that was frequently done. The superintendent of property took the brick, when they were in the way and liable to be stolen, and issued them to work where the material could be used at once.

Q. If such is the fact, have you in any place given the Government credit for that property?—A. That is a matter that the superintendent of property can tell. It is the details of his office.

Q. It is stated to the committee by several witnesses—and we will submit the testimony to you as soon as we can—that these brick were



hauled away from there, amounting to 50,000 or 60,000, and put in the pavement on F street south; some of them hauled to this sewer upon Thirteenth street, and some to other parts of the city, by Mr. Adams.

—A. Well, no sewer has been put in on Thirteenth street that I know of.

MR. WILSON. I would like to have the account of Mr. Adams, to see in regard to this \$7,000 order.

The WITNESS. The auditor has that, sir.

[The papers here referred to were sent for. Pending their production—]

Q. I am further directed to inquire of you whether you have sold any real estate to Mr. William H. Adams recently; and if so, to what extent?—A. My agent sold to Mr. Adams a house at the corner of Seventeenth and L streets for \$16,500, the cash value of it.

Q. When was that?—A. I do not recollect; it was several months ago.

Q. Who is your agent?—A. Mr. E. K. Wilson. He came to me and said that he had an offer that if I would take a certificate—there was a mortgage of \$9,000 on the house—he said that he had an offer to pay the difference in certificates of the board of public works, if I would take it, and the party would assume the mortgage. I told him that I would do it, which I did. He paid the difference. I think it was \$7,500, in certificates of the board of public works. The whole transaction was conducted through Mr. Wilson, and I know nothing about the thing except that he asked whether I would take certificates for it. He subsequently told me that he had sold it to Mr. Adams on that basis.

Q. Do you still hold those certificates, or have they been paid?—A. I hold some of them; they have not been paid.

Q. What amount of them has been paid?—A. I do not think any of them have been paid. If my recollection serves me right, Colonel Magruder gave me an acceptance for a portion of them.

Q. What portion—do you remember?—A. Some \$5,000, I think.

Q. How long ago was that?—A. That has been a couple of months ago. (To Colonel Magruder.) How long was it, Colonel?

Colonel MAGRUDER. I think about six weeks or two months ago.

MR. WILSON, to Governor Shepherd.) Out of what bank was that money drawn?—A. It was not drawn out of any bank at all.

Q. Simply an acceptance?—A. Simply an acceptance; yes, sir.

Q. Has not that money been drawn out of the treasury of the board of public works in some way or another?—A. No, sir; it has not been paid at all. It is an outstanding acceptance. The board of public works have had no money to pay with. That is the fact in relation to it.

Q. Did you sell any real estate to John Collins; and, if so, what amount, sir?—A. None.

Q. Or to Connolly?—A. I sold some houses on Second street to Daniel H. Connolly.

Q. How long ago was that?—A. Some of it was a year ago and some since.

Q. In what way was that paid?—A. That was paid—a portion in cash and the balance notes; a deferred payment; mortgage on the property.

Q. Were there any certificates?—A. I do not think there were any certificates in the matter.

Q. Was that also transacted through your agent?—A. That I am not certain about. I recollect Mr. Connolly coming to me and making an offer for the property at the corner of Second and B streets. Eight

thousand dollars, I think, was the price. I accepted his offer, and subsequently he bought two or three other houses.

Q. What was the aggregate of his purchases?—A. The City Hall record shows, sir. I should judge about \$30,000.

Q. Can you remember now whether any of it was paid in certificates, or whether it was all paid in money?—A. I cannot recollect that; my impression is that one payment was in a certificate.

Q. Do you recollect the amount of it?—A. I do not, sir.

Q. What amount of certificates of the board of public works do you hold now?—A. I suppose I hold some \$10,000, \$15,000, or \$20,000. I cannot recollect exactly how much.

Q. How long have you held them?—A. I suppose all the way from six months to two months. I would state this in that connection, that when a proposal was made to me to pay me board of public works certificates, I generally accepted it, for the reason that I had no doubt as to the kind of security, and thought that I was doing a proper thing, so far as upholding the credit of the District was concerned.

Q. Did you sell this property—where you took certificates—at what would be considered ordinary cash prices, with the usual payments?—A. I did in every instance.

Q. Taking certificates dollar for dollar, or did you take the certificates at a discount, or increase the price of property in consequence of taking the certificates in payment?—A. I took them dollar for dollar, at the market rate for the property.

Q. Has Mr. Adams a street-sweeping contract or street-cleaning contract under the board?—A. No, sir. He had a contract for moving garbage, which he took at public advertisement. He did not get along with his contract, and expressed himself unable to carry it out, and I annulled it last week.

Q. Who was that contract originally issued to?—A. To him, by public advertisement.

Q. Did Emmert & Smith have a contract for street cleaning?—A. They had a contract for sweeping the streets. Mr. Adams had a contract under the board of public works for street-sweeping. That was made by Mr. Willard. But the contract of which I speak was for the removal of garbage, which I, as governor, let at public advertisement.

Q. The contract which you say was let by Mr. Willard—was not that originally let to Emmert & Smith?—A. I think they originally had the contract, and failed to go on with it.

Q. Then it was let to Mr. Adams, was it? Does Adams still have that contract?—A. No sir.

Q. Who has it now?—A. It was let to a man named Wright, of Chicago, along in the fall some time—probably about the first of the year; let by public advertisement.

Q. When this contract was changed from Emmert & Smith to Mr. Adams, was there any arrangement by which Adams was to take certificates of the board of public works for his pay?—A. I think not.

Q. Was that contract in writing?—A. That the records of the board will show. It was let after I ceased to be vice-president of the board, and I am not familiar with it.

Q. Do you know, or have you ever heard from any members of the board of public works or any one else, that Mr. Adams was to get his pay for that street-sweeping in certificates at 78 cents to the dollar?—A. There never was any such arrangement; I know that well enough.

Q. And to get 15 per cent. bonus?—A. There was an arrangement to

pay him 15 per cent. upon the net cost of the work ; but the certificates have never been offered by the board at less than par.

Q. How was Mr. Adams to do this street-cleaning—how was he to be paid ?—A. Well, he was to be paid out of the resources of the board.

Q. At what rates ?—A. If my recollection is right, as I have heard it, he was to be paid the net cost of the work and 15 per cent. additional, he furnishing all the tools, &c.

Q. How was that net cost arrived at ?—A. Upon the pay-roll.

Q. Whose pay roll ?—A. Upon his pay-rolls ; the whole thing being under charge of the party put in charge by the board of public works.

Q. Who kept his pay-rolls ?—A. That I do not know.

Q. Was that party acting under the supervision of the board of public works, or of Mr. Adams ?—A. Under the supervision of the board of public works.

Q. Who appointed that party to keep the pay-rolls ?—A. There was one of the superintendents of the board detailed for that purpose, who certified to Mr. Adams's bills and had charge of it entirely.

Q. So that the mode of paying was this : He furnished the necessary appliances for carrying on this work ?—A. Yes, sir.

Q. A superintendent appointed by the board certified to his bills ?—A. Yes, sir.

Q. Was there any agreement between the board of public works and him as to what should be charged for the use of wagons or carts, or the per diem that was to be paid to employes ?—A. Yes, sir ; the prices were established.

Q. By whom ?—A. By the board.

Q. Were they regular board prices ?—A. No ; it was the net cost of the work to him. For instance, laborers and carts charged so much a day ; just what they cost him. The time-roll was made up, and 15 per cent. added to the amount to pay him for his tools and things of that kind and for carrying on the work. The same arrangement existed with Emmert & Smith.

Q. Do you know what became of the brick that were hauled away from New Hampshire avenue north of P-street circle ?—A. I do not.

Q. Do you know whether they were hauled away from that avenue and used elsewhere in the city ?—A. I know nothing about it. The report of the superintendent of property will show.

Q. Do you know anything about Q street, east of New Hampshire avenue, as to the brick on that street ?—A. I know nothing about it at all. It is a matter of detail, of which an officer of the board has cognizance, and I think that you will find they were all properly accounted for.

Q. Mr. Thomas P. Morgan a few days ago testified in regard to a lot of flagging that he put down at some spaces adjoining Mount Vernon Place. You will remember, if you were present, that he stated that he had used a very considerable amount of this old gutter-stone, or bridging across the gutters, and put it down there. Do you know whether any credit has been given to the Government in any place for that bridge-stone ?—A. The Government is not entitled to any credit. The bridge-stone belonged to the District.

Q. If you will look at the report to which I called your attention last Friday you will find \$116,000 charged for old flagging ; what is that ?—A. That is the avenue entirely. This was from the different streets. That was the flagging which was put down on the avenue.

Q. It is put down here, "Flag crossing, \$116,662.40." Is that the flag-crossing at the avenue ?—A. That is not the description of stone.



The stone I think we used there were mostly what we called bridge-stone to put across the gutters. If you recollect the old streets, there were bridge-stones across the gutters.

Q. Yes; I understand that. Is this flag-crossing that is put down here exclusively flag-crossing that was at the avenue?—A. I presume so. It is put down in three strips generally at a wide avenue.

Q. What amount of money did the New York Avenue Railroad Company pay for the improvement of that avenue?—A. It is shown by reference to the assessments of New York avenue. I do not know what the exact amount was.

Mr. STANTON. That is the Columbia Railroad Company?

Mr. WILSON. I do not know what the exact name of it is. It is the one that has its railroad on New York avenue.

The WITNESS. If you will turn to the report for 1872 you will find on the table, New York avenue, Ninth street west, Fifteenth street west, and the amount charged to railroads is \$2,214.40.

Q. All that that railroad company has paid, then, for the completion of New York avenue is that sum, \$2,214.40?—A. That is the assessment between those points.

Q. Is that all that it has paid?—A. That I do not know. I only know what the record shows.

Q. How much space does that railroad company occupy in that avenue?—A. Well, New York avenue is parked all the way in the center from Fifteenth street to Ninth street. The railroad company's proportion would be very small because their tracks were not disturbed—nothing but sodding was done, you know, alongside of their tracks all the way out between those points. You recollect that, do you not?

Mr. WILSON. O, yes; I recollect it.

The WITNESS. The concrete pavement does not come up to it at all; it comes up to the curb, but their charter only compels them to pay for two feet outside of their railroad track.

Q. I understand that; but so far as you know that is all that they have been required to pay?—A. Yes, sir; that is all that I know of.

Q. I forget whether you have been interrogated heretofore in regard to the railroad-tracks around the Post-Office and Patent-Office Departments on F street and Seventh street. Have those railroad companies been assessed anything for that improvement?—A. That whole matter now, I think, is in process of adjustment. You have all the papers here; Mr. Willard sent them up, I think.

Q. I have not seen them yet.—A. They have been submitted and have been here for some time.

Q. Is it or not the fact that the whole of that improvement, including the pavement laid down between the rails of these railroad companies, has been charged to the United States, between the Patent-Office and Post-Office?—A. I do not think anything has been done in regard to it at all.

Q. Has not the claim already been presented to Congress through your report asking for an appropriation covering the whole cost, including the paving done between the rails and two feet outside of the rails of those railroad companies?—A. I am unable to answer that. I do not know upon what it was based. I only know there was a claim put in. I do not know what it covers. I do not think, however, it would be just to the railroad companies to pay that expense.

Q. Do you think the United States ought to pave their tracks?—A. I think the United States ought to pave it there, because it was paved with Belgian rock. You ought to do one of two things with the rail-

roads—either fix some proportionate cost of paving their tracks, so that they can do it and live, or else take their charter away, which it would amount to.

Q. Well, the United States did not order any expensive pavement like that put in there, did it?—A. The board of public works, acting as the agent of the United States, did not want to put anything else but a first class pavement in front of the public buildings, and it would be a disgrace to the country to put a cobble-stone pavement around those buildings.

Q. You think, then, that the board of public works, acting as the agent of the Government, ought to put in just such a pavement there as you think would be proper, and make the United States pay for it?—A. That is a matter for the United States to determine. My impression is that the United States ought to pay for it, and I think that you and every other member of the committee, after looking the ground over, will say that they ought to do it.

Q. Well, I am not deciding any matter; I am only trying to get at the facts.—A. Yes, sir; and I am only giving my opinion as a member of the board in regard to the matter.

By Mr. BASS:

Q. How are these railroad companies assessed in the District; are they assessed for general purposes?—A. They pay their general tax, and most of their charters compel them—by the by, the charter which was first passed was for the Washington and Georgetown Railroad during the war, when Pennsylvania avenue was paved with cobble-stone. It provided that they should pave between the rails, in their rails and two feet on each side, taking about 18 feet of pavement, that the railroad company should bear. That would do well enough for a cobble-stone pavement, but where you put down a patent pavement, or a Belgian pavement, and where they have to pay for 18 feet, it is more than one-half of the whole street, and more than the companies can afford to pay for that class of pavement. Therefore, I say that the law ought to be so fixed that the railroad companies would get a just share of the expense—what they were able to stand. As it is now, look at Pennsylvania avenue, or other streets nicely paved on the sides, but in between the rails it is a dirt-hole. When it is muddy it is impossible to cross without wetting your feet.

By Mr. WILSON:

Q. You have proceeded, then, upon the idea that this work should be done not as the law is, but as you think the law ought to be?—A. No, sir. We attempted to compel them. We attempted to pave their tracks on Seventh street with wood, and they enjoined us—took us to court. The matter has been referred to heretofore. It was decided against us by a divided court, however, and the matter stands in that way now.

By Mr. BASS:

Q. What I had reference to was as to whether they were assessed for general purposes.—A. Yes, sir; they pay their general tax upon their real estate.

By Mr. WILSON:

Q. Do they pay any tax upon their railroad itself?—A. Their franchise is assessed and taxed.

By the CHAIRMAN:

Q. As real estate?—A. Yes, sir; as real estate.

By Mr. WILSON :

Q. In making up that assessment, what is taken into account—the length and value of the road, as other railroads are ordinarily taxed?—A. That I cannot say. It is made up by the superintendent of assessments and taxes.

Q. Or do they simply tax them for the actual real estate that they own?—A. I think they tax them for their whole property.

Q. Do you know what amount of taxes these railroad companies pay?—A. I do not. It is very easy to find out that.

Q. There is no tax on the capital stock of the railroad companies here?—A. Well, after this law, passed on Friday, in regard to personal property, there will be a tax on it.

Q. But that is only for school purposes, I believe?—A. No; that personal tax was on general account, to re-imburse the Treasury of the United States for money advanced.

Q. Well, that is only for the special purpose of paying school-teachers—that law to which you refer?—A. I did not understand it in that way. I understood it was to be a permanent thing—the tax on personal property.

By Mr. BASS :

Q. Do not banks or other corporations not owning real estate pay any tax in this District?—A. Do you mean personal property?

Q. Well, any corporation doing business here not owning real estate; as, for instance, take a bank having a capital stock of \$100,000, if there be such a bank here, not owning the real estate on which their business is done; are they not assessed?—A. I do not think there are any cases of that kind. I think they all own the real estate on which they are located.

Q. Then they are simply taxed on real estate?—A. They are taxed on their real estate.

Q. And that is all?—A. That is all.

By Mr. WILSON :

Q. Who would be able to give us the information as to the taxes paid by these corporations; would your collector?—A. Do you mean by the railroad companies?

Q. Yes, sir.—A. I will send down and get it. The collector can tell or the superintendent of assessments can tell.

Q. How was the grading that was done on Sixth street paid for, where the Baltimore and Potomac Railroad Company's tracks were put down?—A. I do not know. I suppose it was paid for as all other improvements were paid for.

Q. Has the Baltimore and Potomac Railroad Company ever paid anything?—A. That I do not know. I do not know whether anything was ever assessed to them. The street was graded through.

Q. And a good deal of that is through Government property, is it not?—A. A small portion of it; yes, sir. I suppose two or three hundred feet.

Q. The heaviest part of the grade, is it not?—A. No, sir; the heaviest part is on the Government property, beyond Maine avenue.

Q. Well, whatever it may be, do you know whether that railroad company has paid anything toward that grading?—A. I do not.

Q. Do you know how that grading was done or by whom it was done?—A. It was done by Albert Gleason.



Q. Under the order of the board of public works?—A. Under the order of the board of public works.

Q. Did he have a contract for doing that?—A. I think so.

Q. Do you know whether he has been paid or not?—A. I presume he has. It has been done a long while.

Q. That was done after the Baltimore and Potomac Railroad Company got authority to come into its present depot on Sixth street?—A. It was done about that time, I think.

Q. You are not aware of that company's being called upon to pay any portion of that expense?—A. I am not.

Q. I want to ask you a question or two further in regard to this mode of letting contracts. I understood you to say the other day that, before letting a contract to any person, you always assured yourselves, or required some sort of assurance, that there was somebody who was responsible, and would do the work; is that correct?—A. I stated that.

Q. Was it the rule for the vice-president of the board to award these contracts or let these contracts, and afterward have that action placed upon the minutes of the board?—A. No, sir; in every case of any moment the majority of the board were consulted before anything was done.

Q. Were they consulted at a regular meeting of the board, or was it a private consultation among the members of the board?—A. It was a consultation which took place in the office of the board. They were there daily.

Q. When the board was in session?—A. When the board was in session; yes, sir, when the board was there for the transaction of business. We did not have any by-laws or rules of order. There were only five of us, and we would get together around the table and take up certain papers and act on them, and they would be recorded on the journal.

Q. Is it or not the fact that contracts were often let to parties who were not expected to do the work, but you simply expected that they would furnish some responsible party who would do the work?—A. In no instance, sir, to my knowledge.

Q. There was no case of that kind?—A. In no instance, to my knowledge, was anything of the kind done. The parties came and represented that they had their arrangements made with their backers to do the work, and they had to substantiate that fact to the satisfaction of the board before it was done.

Q. Well, that is in substance the same thing that I have asked you. For example, here would come a party who would say to you that he had a responsible party that would do the work?—A. No, sir.

Q. And you would let that party have the contract, having received assurances, all being satisfied that there was a responsible party who would do the work?—A. No, sir; that is not the case. They had to be associated with the parties in business—in legitimate business operations—before any work was let to them; and they had to substantiate that fact to the satisfaction of the board.

Q. And then you let the contract to the parties jointly; is that the way of it?—A. We let the contract to whoever the party might be who was named by them. For instance, if there were three or four partners in the matter, and they would name one of their firm as the party to whom the contract should be let, it would be let in his name and the contract made with him.

Q. What was the reason for that?—A. Simply to simplify matters.

Q. Then, if three or four parties came to you and said, "We propose to take a contract," you would allow them to designate the party to whom the contract should be awarded?—A. They would have to put their most responsible party forward as the man to take the contract.

Q. Do you know of any cases in which arrangements of that kind were made where one of the parties was purely nominal and he was to get a percentage out of the contract?—A. I do not know of any case of that kind.

Q. Do you know James E. Gregg?—A. Yes, sir; there is a contractor of the board by that name.

Q. Where is he from?—A. Ohio, I think.

Q. How long has he been in this city?—A. Well, I suppose, a year or eighteen months.

Q. Had he been a contractor prior to the organization of the board, that you have any knowledge of?—A. Not here.

Q. Had he been anywhere?—A. He was so represented to me.

Q. By whom?—A. By several persons. I do not recollect who they were. His recommendations were first-class, I know that.

Q. Have you those recommendations?—A. I do not know; I may have them.

Q. Do you know what his employment had been prior to his coming here?—A. He was represented to have been a railroad contractor—a man of great energy, and of considerable means.

Q. Do you know where he had been engaged in building railroads?—A. I do not.

Q. Had he a business partner, that you know of?—A. I do not.

Q. I notice in some of these contracts, James E. Gregg & Co. Who was the company?—A. I do not know who the company were. I did not know that there was any company attached. Mr. Gregg was the man with whom the board dealt.

Q. He was the man with whom the board dealt?—A. Yes, sir.

Q. He had a contract, No. 806, on Fifteenth street, from Rhode Island avenue to boundary—to grade and lay the Miller wood pavement on Fifteenth street northwest, from Rhode Island avenue to Boundary street; to grade and lay the Miller wood pavement on Seventh street west, from M street north to Boundary street; and that contract was amended on the 21st of October so as to include the laying of sidewalks, re-setting the curbs, laying of new sidewalks and of new curbs, where necessary, on Seventh street, from M street to Boundary. The whole seems to have aggregated \$140,000. How much of that work was done by Mr. Gregg, or by Gregg & Co.?—A. Indeed, I do not know.

Q. Did they do any of it?—A. I suppose they did, if it was done.

Q. Is it not the fact that he sublet the Fifteenth-street work, the grading of it, to Albert Gleason?—A. Indeed, I do not know.

Q. And the wood pavement to Taylor & Filbert?—A. Indeed, I do not know. It would be impossible for me to keep the run of all the sub-contracts that were let by contractors. It might have been let. He might have sublet it. I do not know.

Q. It seems that he had a contract for Seventh street. Do you know whether that was sublet to Taylor & Filbert?—A. I think Taylor & Filbert did the work.

Q. Do you know whether Taylor & Filbert got paid for that at \$3.50 a square yard?—A. I do not. They got the board-rates, whatever they were.

Q. And, in addition to that, got paid for putting a floor under the pave-

ment?—A. I know nothing about the details of it. It was done after I ceased to be the executive officer of the board.

Q. These contracts you know nothing about?—A. I know nothing about the work at all.

Q. Do you know whether Mr. Gregg had a large sewer contract?—A. He has a contract for a sewer, which we looked at the other day.

Q. That is the three-wing brick-barrel sewer, contract \$800, for \$63,283.01—the estimated cost. Do you know whether he did any of that work or not?—A. He is doing it now; you looked at it the other day.

Q. Is he doing it himself, or is Mr. William H. Adams doing it?—A. I do not know who is doing it. The work is being done.

Q. You do not know whether he is doing it?—A. I do not know anything about it.

Q. Do you know whether he has done any work at all, in this city, himself?—A. I do not know anything about what he has done; I only know the contracts were let to him as a proper person, and that the work has been done. Some of it was done badly on Seventh street, and will have to be done by him again, at his own expense.

Q. Seventh street is in a pretty bad condition?—A. Very bad condition, sir.

Q. Please turn to page 246 of your answer, of date September 19, warrant number 2353, which seems to have been issued to Mr. Magruder, treasurer of the board of public works, account of requisition of the governor for repair of pumps, &c., \$400,000. Then of date September 24, warrant 2370, Mr. Magruder, treasurer of the board of public works, account of improvements and repairs in the District of Columbia, \$260,000. Then of the same date, 24th September, warrant 2360, Mr. Magruder, account of repairs to pumps, &c., District of Columbia, \$130,000. Can you give the committee definite information in regard to that transaction?—A. Yes, sir. The act of the legislative assembly of June 23, 1873, reads as follows:

[Act of the third legislative assembly, session 1.]

CHAP. III. An act in addition to an act making appropriation for improvements and repairs in the District of Columbia, and providing for the payment thereof, approved July 10, 1871.

*Be it enacted, etc.*, That, in order to provide the full sum of four million dollars appropriated for the improvements of the District, in and by the act of the legislative assembly of July 10, 1871, entitled "An act making appropriation for improvements and repairs in the District of Columbia, and providing for the payment thereof," and to supply the deficiency of said appropriation occasioned by the sale at a discount of the four million dollars of "permanent improvement bonds" authorized by said act, the governor of the District of Columbia be, and he is, authorized, and he shall, to issue, in the manner described in said act, and in the way and manner, and subject to the limitations and restrictions, provided in said act, sufficient to supply the aforesaid deficiency in said appropriation, and to place, in connection with the sums previously placed to the credit of the board of public works, the full sum of four million dollars, subject to be disbursed upon warrants of the board of public works, in accordance with section three of said act; and additional issue of bonds, however, not to exceed four hundred and sixty thousand dollars.

*Sec. 2. And he is further enacted.* That, in view of the emergency arising from the necessity for the immediate payment by the board of public works of outstanding claims for work done in the improvements of the District, this act shall take effect immediately upon its passage.

Approved June 24, 1873.

That is the \$260,000 item. The act of the legislative assembly of June 25, 1873, reads as follows:



CHAP. XIII. An act making appropriation for re-imbursing the board of public works of the District of Columbia for the money expended by them for the erection and repairs of pumps, cleaning and repairs of streets, and raising and underpinning of houses and market-houses.

*Be it enacted, &c.*, That the following sums be, and the same are hereby, appropriated to re-imburse the board of public works of the District of Columbia, viz :

For the erection and repairs of pumps, fifty-one thousand dollars.

For cleaning and repairs of streets, two hundred and sixty-two thousand eight hundred and fifty-five dollars.

For raising and underpinning houses, one hundred and fifty thousand dollars.

For raising and underpinning Georgetown market-house, twenty-four thousand nine hundred and eighty-four dollars and eighty-three cents.

For amount expended on Western market-house, three thousand five hundred and fifty-seven dollars and seventy-one cents.

For amount expended on Northern market-house, twelve thousand and twenty-six dollars and forty-eight cents: *Provided*, That the money hereby appropriated shall be paid out by the treasurer of the District of Columbia, upon warrants drawn by the governor and comptroller of the said District.

SEC. 2. *And be it further enacted*, That to enable the governor to pay the above appropriations, he is hereby authorized to issue bonds of the District of Columbia, bearing interest at the rate of seven per cent. per annum, not to exceed the sum of five hundred and thirty thousand dollars, which shall be sold by the governor, the proceeds thereof used for the purposes above specified, and for no other purposes whatsoever.

Approved June 25, 1873.

That is the history of that transaction.

Q. On these acts these two items, one of \$400,000 and the other of \$130,000, were incurred?—A. Yes, sir.

Q. Were those bonds issued?—A. They were.

Q. What was done with them?—A. They were paid out to contractors.

Q. The bonds themselves paid out?—A. Yes, sir; I think. Were they not, Colonel Magruder?

Colonel MAGRUDER. Yes, sir.

Q. There was no money received on account of them?—A. Not a dollar.

Q. Do you know who received those bonds?—A. Colonel Magruder.

Q. Do you know to whom he issued them?—A. I do not.

Q. Do you know whether Mr. Mullett received pay as consulting engineer?—A. I think he did.

Q. At what rate?—A. He was paid in gross, for the time that he served, about \$5,000. Was it not, Colonel Magruder?

Colonel MAGRUDER. Yes, sir.

Q. Did he also receive pay as chief engineer?—A. He did not; that is the only pay that he ever received either from the Government of the United States or the District of Columbia; and he earned every dollar of it.

Q. I believe I asked you who let the contracts for that paving on Fifteenth street, between Boundary and S. You say you do not know anything about it?—A. That is Rhode Island avenue and Boundary street. I suppose now, looking at the date, that I let it. I was vice-president of the board at the time, (August 5,) and it must have been done through my office.

Q. Do you know to whom it was let?—A. It was let to Mr. Gregg.

Q. Do you know who did the work on that street?—A. I do not.

Q. What is the number of that contract?—A. No. 806.

Q. Sixteenth street has been graded out to Boundary, I believe?—A. Sixteenth street was graded and paved in 1872 to Boundary.

Q. Does the board of public works contemplate cutting through the hill at Boundary?—A. That was the original contemplation.

Q. Has the work been suspended?—A. Yes, sir.

Q. How long since?—A. It was suspended in '72.

Q. There has been nothing done since?—A. Nothing done since. They had to condemn the land there, and that took some time, and it was only in 1873 that the land was condemned and the right of way obtained.

Q. Has there been any improvement made connecting Fifteenth street between where it is paved at the point where I have already indicated and any other paved street, excepting one?—A. Indeed, I do not know. I did not know that Fifteenth street was paved at the far end. I would not have allowed it to have been done if I had known anything of it.

Q. But you let the contract?—A. Yes, sir. But I did not carry it out. I left the board in the following month and did not supervise the work. If I had had the control or management of it I should have made them commence at Rhode Island avenue and work up, instead of commencing at the far end and working down. It was let from Rhode Island avenue to Boundary street.

Q. There is a space between that point and P street, on Fifteenth, where there is no wood pavement, and no contract has ever been let, as I understand it?—A. O, yes. This contract is from Rhode Island avenue. Fifteenth street is paved to Rhode Island avenue. This is from Rhode Island avenue to Boundary street, and they commenced at the far end and worked down, instead of commencing at this end and working up, as they ought to have done.

Q. I was probably misled by Mr. Willard's understanding of it. Do you know whether any part of this grading that was done on Sixth street where the Baltimore & Potomac Railroad Company has put down its track has been charged to the Government?—A. I know nothing about it. The street was graded and improved, and I presume it was paid for as all other streets were. I do not see why the Baltimore & Potomac Railroad Company should pay anything on that street. It is a street of the city and the property belongs to the Government. They asked us to establish the grades before they commenced to do anything and we established the grades. General Babcock went there with me and looked over the matter and fixed the grade so that this bridge, which they are compelled to put up under their charter, would be as easy of access as possible. I never had anything to do with the railroad company in that connection.

By Mr. MERRICK:

Q. Does not the charter require that they should pay for the grading of the streets cut down?—A. I do not know. They did not cut it down; it was cut down by us. We had to carry out the improvement of Sixth street. We are improving it clear to the river, and we fixed the grade with that connection. Sixth street is paved to the river.

By Mr. WILSON:

Q. What is the character of the work that is being done in connection with the James Creek Canal from the Arsenal northward to Virginia avenue; and what is the purpose for which it is being done?—A. It is necessary as an open sewer, and at the same time as a canal. It is an arm of the river that makes up there.

Q. What is being done with it?—A. It has been dredged out, and the walls are now being built.

Q. To what depth is it being dredged?—A. It has been dredged out to a depth of six feet at low tide.

Q. Is that intended as an inlet for vessels to come in?—A. A place for

those lighters and things of that kind to come up to unload wood and lumber. It answers the double purpose of draining that section of country right through a swamp, and at the same time, I think within five years, if the improvement is carried out, most of the lumber business, wood business, and coal business will be on that canal.

Q. Is it intended to utilize that to the city in the way of revenues, in any way?—A. Yes, sir.

Q. How is it proposed to do that?—A. Well, by selling out the privileges of it—the sites. It is an outlet of the Tiber sewer, the main outlet, it will be, when completed.

Q. Does that run through public or private property?

The WITNESS. Do you mean the James Creek Canal?

Mr. WILSON. Yes.

A. It is down on the original map of the city. It is intended for a canal.

Q. Is the property on either side of it owned by private individuals, or is it Government property?—A. There are streets on each side of it, a very wide street on each side.

Q. Then it is proposed to lease the use of this at various points along it to public, and thereby derive a revenue?—A. Yes, sir. In the matter of sand and gravel brought up from the river, there is a large business done in that, which would probably occupy half the space the moment it is accomplished.

Q. Do you know of any company having been formed for the purpose of taking these leases?—A. I do not. I do not think there is anything of the kind.

Q. Is there any such thing as that in contemplation?—A. I know nothing of the kind.

Q. It is a matter wholly open to all persons?—A. Entirely, sir. By the by, the act of the legislative assembly provides that it shall be let by public advertisement. It applies to that as well as to the old canal.

Mr. CHRISTY. Before proceeding with the cross-examination of Governor Shepherd, I desire to ask a preliminary question of Mr. Magruder, in regard to a subject to which reference was made by the governor.

Q. (To Mr. Magruder.) Please state the plan or arrangement made between the board of public works and Senators Bayard and Edmunds in regard to the injuries that they suffered by the improvement of Massachusetts avenue.—A. Senator Edmunds and Senator Bayard, and those people around there, objected very strongly to our putting the roadways in the middle of the street and parking up. The board thought that it was the proper way to do, and we could not yield our opinion to them or anybody else, particularly when a large majority of owners of the property on that avenue desired that the road should be built just as we have built it; that the street should be improved so that they could get the benefit of this parking between their houses and the road. Senator Edmunds and Senator Bayard both sent large claims in for damages, and finally they agreed that if the board would abandon their assessments they would withdraw these claims. The assessment amounted to \$450 apiece. Well, the board considered that it was an admirable settlement to make with them for the benefit of the District; that if they went before the legislature the probability was they would get much larger damages than these assessment bills amounted to, and they immediately, without any hesitation, as soon as the board understood the matter, accepted the proposition, receipted their bills and struck them off of the assessment, in consideration of their abandoning all claim to damages for their property.



Q. Now that principle was established after full consultation with the board of public works?—A. Yes, sir.

Q. And it was their action as a board of public works?—A. It was the action of the board of public works.

Q. Is that the settled principle upon which you arranged these controversies as to damages caused by improvements?—A. There was nobody else; that is the only case, because nobody else has ever proposed it.

Q. So that principle has not been extended, in fact, to the adjustment of any other claims?—A. Not that I know of.

Q. But was limited to these two persons. Was the case of Judge Wylie embraced in the same principle?—A. That I do not recollect anything about. I know there was something done there, but I do not recollect what it was. I do not know whether any papers were passed between the board and Judge Wylie or not.

Q. Is the action of the board in these cases recorded upon the journal?—A. I do not know whether it is or not; papers passed between us. I settled it with them and got their written agreement that it was a settlement of their claim for damages.

Q. What I desire to arrive at is this: whether out of this controversy resulted a principle which was to be the basis for the adjustment of all claims of this character against the board, or whether it was confined simply to the particular controversy?—A. No, sir. The board acts upon every claim independently. They could not make any such arrangement as that is.

Q. So that in this case no bills for special improvements were issued against these parties?—A. Yes, sir; there were. The bills were presented, and finally they agreed that, if the board would abate that charge, that they would abate any claim that they might have for damages to their property, although they claim that the damage was much more.

Q. After you agreed upon terms the bills were withdrawn?—A. The bills were receipted.

Q. In full?—A. Yes, sir.

Q. As an offset to the damages that they claim had accrued to them?—A. Yes, sir; that is the fact in the case, and all the facts in the case. If there was any other case it would come up for adjustment.

By Mr. WILSON:

Q. Did you move four two story houses for Judge Wylie across to the next street?—A. I do not know anything about that place. I know houses were moved, because I saw them moved.

Q. Were his lots graded down about 10 feet by the board?—A. That I cannot say.

GUYMON SULLYHERD: We had to grade them down to underpin the houses.

By Mr. WILSON, (to Mr. Magruder:)

Q. Did you make any settlement with R. T. Morsell?—A. I did not.

Q. He has property right adjoining there?—A. I do not know anything about that.

Q. Has he not been trying to get a settlement of his damages?—A. Not that I know of. He has never spoken to me about it.

Q. Did J. O. Wilson have property there?—A. I do not know. Mr. Wilson came to me frequently about that improvement when it was going along. I think it was on the opposite side of the avenue—the

south side of the avenue, and he insisted upon it that we should stick to our original purpose of making the roadway in the center of the street, so that he and his friends could get the same privileges that other people had of having the parking in front of their houses. They did not want the roadways put on the sides and the park in the center.

Q. Mrs. Donovan and Commodore Almy own property there?—A. Commodore Almy does. I do not know anything about Mrs. Donovan.

Q. Those are the only two persons living there, with whom you have had such settlement?—A. Those are the only two persons whom I have ever known to make any claim. When these two gentlemen made the proposition I thought it was a very fair one, as all the other members of the board did. It was a very admirable settlement for us to make. They claimed some \$2,500 or \$3,500 apiece damages.

By Mr. CHRISTY:

Q. What did their special assessments amount to?—A. About \$450 apiece, I think. It was within a fraction of that; it was not \$500 each, I am pretty certain.

Q. How did you contrive, then, to omit their bills in the general assessments of the streets?—A. We did not omit them.

Q. Was that charged against the other property-holders?—A. It was charged against the property, and the bills were rendered them.

Q. Against this particular property?—A. Yes, sir.

Q. And it was not distributed among the others after this adjustment?—A. No, sir; not at all. The bills had all been rendered and assessments made out, and they received their bills for their proportion of the cost of the street. Then they proposed that if we would abate those bills—would allow them to go without pay—they would agree to give us a written agreement that they would never call for damages to the property, which we did.

Q. Now, how are you going to collect for so much of the improvement of the street as is in front of their houses?—A. We cannot collect it now.

Q. How are you going to pay for it?—A. We have paid for it. We paid for it by abating their damages.

Q. Yes, but that does not pay the contractors?—A. No, sir.

Q. Now, how are you going to arrive at one-third or one-sixth of that cost which was assessed against the property?—A. By paying it out of something else.

Q. You have not made provision for that, though?—A. No, sir.

Cross-examination of Governor SHEPHERD.

By Mr. CHRISTY:

Question. You stated that many of these claims for damages you regard as unfounded. Upon what principle do you arrive at that conclusion? I see they aggregate perhaps over a million dollars—that is, where claims have been preferred to this commission.—Answer. If you will give me any special cases, I perhaps can answer you.

Q. What I desire to arrive at is this: whether you deem it yourself fair that these damages, whatever they may be, should be arbitrarily fixed by a board of commissioners, in which the property-holders have no voice?—A. Well, the property-holders have a voice. They file that claim after public advertisement stating the ground for the claim. The commissioners investigate the whole matter personally, are disinterested and impartial persons, and make their award upon their judgment.

Q. Are these persons who claim damages allowed to appear by coun-

sel and with witnesses?—A. The commission investigate the subject personally on the premises.

Q. That is, they simply examine the improvement and the resulting damages; they do not call for testimony?—A. In cases where there is any question involved they can call testimony.

Q. Suppose, then, that the party claiming damages is not content with the award; what is his remedy?—A. To go to court. It does not debar him at all. No action of the legislative assembly can debar any private citizen from righting himself in court.

Q. Suppose that he prefers to have this matter adjusted by the commission, what would be his remedy if he should be dissatisfied with the award? Has he any appeal to any tribunal?—A. To the board of public works he may appeal. The law provides that the board of public works shall act finally on the matter, and then submit it to the legislature. It passes through three hands: First, these commissioners, who are merely acting for the board of public works, going through the details; then the board have to personally examine the premises before they can make their report; and then the matter goes to the legislative assembly for their final action.

Q. This commission, then, is appointed by the board of public works?—A. Yes, sir.

Q. The claims are reduced to writing and filed with this commission?—A. Yes, sir.

Q. They are the judges, subject to the supervision of the board of public works?—A. Yes, sir.

Q. The action of the board of public works is announced to the district assembly?—A. Yes, sir.

Q. And no arrangement made and no machinery furnished for the hearing of it in the event of controversy—either calling of witnesses or having counsel appear?—A. Of course, if any one is dissatisfied with the matter, before the board act upon it he can appeal to them, and the decision can be reversed.

Q. Then their remedy is by action of the legislature—relief in the nature of an appropriation? I am not speaking now of the courts.—A. Yes, sir.

Q. Then suppose, as against these parties, bills have been rendered for the cost of the improvement; are they permitted to offset this claim for damages against those bills?—A. That has not been done, except in the two instances referred to. Those are the only two instances where such a proposition has been made, to my knowledge.

Q. So the effect of it is that, upon the rendition of the bills for the special improvements and their non-payment within the time fixed by law, which I believe to be 30 days, interest is assessed against them upon those bills?—A. That is the provision of the law.

Q. Without any regard whatever to the damages that they may claim?—A. Well, that is a matter which could be righted by the action of the legislative assembly very easily.

Q. I am simply speaking of what has been done.—A. It is an incomplete transaction as it stands, and cannot be completed until it is acted upon by the assembly or some other competent tribunal.

Q. Is not this true in many cases, that these bills, after being rendered and remaining unpaid, interest attaches, and that the bills are sold or disposed of to persons having claims against the board?—A. State that again, if you please.

Q. Is it not true, in fact, that after the bills have been issued for the



special improvements, and the time within which payment should be made has expired and interest has attached, that these certificates are disposed of—passed out of the hands of the board and out of the control of the board?—A. Not now.

Q. It was so at one time?—A. It was so until the law was passed extending the time for the payment of assessments. A portion of these assessments were anticipated by what is called the greenback certificate, and the assessment certificate, instead of being held now, is placed with the commissioners of the sinking fund for the security and redemption of these certificates.

Q. Yes; the bill is held by the sinking-fund commissioners, and interest accrues thereon?—A. Yes, sir.

Q. Without any provision being made to offset this claim for damages?—A. Yes, sir.

Q. And you never extended the principle beyond the cases referred to by Mr. Magruder?—A. Those are the only two instances in which application was made.

Q. Did you obtain from the Government of the United States payment for any improvements that had been made by the old corporation, which improvements had been paid for entirely by the owners of adjacent property—for instance, the sewer on Fourteenth street, or the paving of Pennsylvania avenue, which, I am informed, was taxed against the adjacent property-holders?—A. The paving of Pennsylvania avenue was not taxed against the property-holders—that is, the part directly in front of their premises was, but the intersections were not. The intersections were paved by the corporation.

Q. In your application to Congress, upon which you obtained your appropriation, was that one of the claims which you presented—for the work done on Pennsylvania avenue?—A. The amount paid by the property-holders?

Q. Yes, sir.—A. No, sir.

Q. That was not included?—A. No, sir; I think not.

Q. I want to arrive at the principle. Take the sewer on Fourteenth street. That was paid for wholly by the adjacent property-holders?—A. A portion of it was. A portion was paid out of the board funds.

Q. Were you reimbursed for that improvement?—A. At what point?

Q. I am simply arriving at the principle. Was any portion of that paid for by the General Government—that is, any work done by the old corporation?—A. None that I am aware of on Fourteenth street.

Q. In cases where you did receive a re-imbursement for work done by the old corporation, what disposition did you make of that money?—A. Re-imbursements made to the old corporation?

Q. Yes.—A. There have only been two instances of that kind. One, an appropriation of \$188,000, which went into the hands of the sinking-fund commission and was applied to the redemption of the debt; and the other, a million dollars, on account of the avenue, passed the 3d of last March, which was applied to the continuation of the improvements by the board of public works. The law making the appropriation provided how it should be drawn and used.

Mr. HAMILTON. I think we have that all in the record.

Mr. CHRISTY. Yes, the principle is just beyond this that I am inquiring after, Mr. Hamilton, as you will see from the question I propose to ask.

Q. (To the witness.) I will ask you whether, in any of these instances in which you were re-imbursed by the General Government for improve-

ments paid for entirely by citizens, you used any of that money to re-imburse those citizens?—A. I do not know of any such instances.

Q. And, of course, you took it for granted that it was not done?—A. I should think not. It went into the general fund used for the improvements.

Q. Is it the determination of the District government to continue the same system of improvement?—A. Well, that is a matter which rests very largely with this committee and the Congress of the United States.

Q. Suppose that you had obtained, however, the pending appropriation applied for, and collected these taxes, would you prosecute this system of improvement upon the same plan and in the same method—for instance, in regard to awarding contracts instead of letting to the lowest bidder, after public advertisement?—A. Do you want my personal answer to that question?

Q. I want the determination of the District government.—A. The District government has no determination upon a matter that is in the future. They cannot have any determination on a question of that kind.

Q. You have not discussed, however, the proposition of suspending the present system and inaugurating a new system.—A. Who has not discussed it?

Q. The District government; the board of public works, and those who are *ex-officio* members of that board.—A. Personally, I have discussed the plan of governing this District for the last 15 years. As an officer I have not discussed it officially.

Q. That has not been, then, matter of deliberation by the District government or the board of public works, whether you will change that system?—A. Not that I am aware of.

Q. And particularly I call your attention to the manner of letting contracts for the making of improvements?—A. If I had the same work to go through with again to-day, I would pursue the same policy—exactly the same policy that we have pursued. I think we have striven to do the best that could be done under the circumstances, with a fire in front and rear.

Q. In your letter to the council—I am now speaking of the letter from the board of public works—you estimated the cost of a plan of improvements that you indicated to the legislative assembly; you fixed the amount of that likewise, and upon examining your testimony before the last committee of investigation, I find that you had repeated substantially that the cost of that improvement would not be in excess of the original amount estimated. Please explain the cause of the departures which resulted in such a vastly increased cost of improvement?—A. I do not quite get your idea.

Q. You remember, of course, your letter to the council in which you fixed the amount?—A. I do not, sir.

Q. I will call your attention to that, then. In your letter of June 20, 1871, which was signed by the members of the board of public works, you estimated the entire cost of the completion of this plan of general improvement at \$8,222,996, less 20 per cent., which would make \$1,644,599; leaving \$6,578,397 as the entire cost of the completion of this plan of improvement. Now, on page 735 of your testimony before the last committee of investigation I find that you used this language:

When the legislature was called together we submitted a general plan of improvement for the District, making it as explicit as we could in the brief time allowed for its preparation. That plan involved an expenditure of some \$8,000,000, and included a general system of sewerage for the different sections of the city, and also contemplated the paving of the streets. After the approval of the plan we proceeded to carry it into effect to the best of our ability.

Now, there is no suggestion there that the cost would be beyond the amount of this original estimate?—A. I recollect the language of that, sir.

The committee here took a recess until 2 o'clock p. m.

2 O'CLOCK P. M.

On the committee re-assembling, the examination of Governor Shepherd was resumed by Mr. Christy.

Q. I will add this to the question I asked you before recess: "That we think it now evident that the expense has been largely in excess of the amount estimated and fixed in the original plans submitted to the legislative assembly, and I desire an explanation of that—upon what principle you claim the right to exceed it?"—A. I do not know that I comprehend you fully, colonel. Is this the point you wish to reach—whether the plan which was originally submitted to the legislature has not been fully carried out in detail?

Q. Not that alone, but that only partially carrying it out, you have largely exceeded, as we understand it, the estimate?—A. "Only partially carried it out." I hardly think that that is a proper interpretation of it.

Q. Whether a portion, at least, of the work included in that original plan does not still remain uncompleted?—A. Yes, sir; but a good deal more than what was included has been done. The nature of the work, as I have stated before to the committee, was changed to a very great extent, and the character of the improvements was changed to a very great extent, from the fact that the plan adopted by the board, after mature deliberation, in the narrowing of the roadways, enabled them to put down a much better pavement, and make a much better improvement than they could have done under the authority conveyed in this law. The \$4,000,000 loan-act of the legislative assembly authorized the board to exercise their discretion in these improvements, in using the expression, "may change as far as may be practicable and consistent with the public interest;" and in accordance with that clause the board have deviated from the original estimates submitted.

Q. They, then, consider themselves as clothed with the authority to increase the cost of the improvements to the extent to which they have done?—A. We considered ourselves clothed with the authority to make such changes as might be best adapted for the beautifying of the city, and the carrying out of these improvements.

Q. Notwithstanding it would have largely increased the expense?—A. Well, that is a question which I do not think you state quite fairly, from the fact that, since that law was passed, very large appropriations have been made by the legislative assembly and by Congress—nearly three times as large as the original appropriation. Furthermore, in accordance with the organic act, we have from time to time submitted reports to the legislative assembly and to Congress, presenting in detail all our operations, and have received their assent, have received appropriations, and have carried out to the best of our judgment the wishes and the ideas of the legislative bodies making the appropriation, and the citizens generally.

Q. Still, governor, you have not had any express authority do this, nor do you claim that now. But you believe from the indications given through the various acts of the legislative assembly and Congress that you had this right?—A. Yes, sir; I claim that we had express authority.



Q. Where is that authority?—A. One point was in regard to the main sewerage. We had express authority for the building of main sewers. The appropriations made by the legislative assembly to reimburse us for expenditures made, with the other acts, carries the authority to expend that money in the continuance of improvements. The appropriation of \$1,240,000, and the appropriation of \$913,000, clearly recognize the carrying out of the improvement inaugurated by the board, and the appropriation of \$1,000,000 to reimburse us on account of expenditures made on the avenues, is surely an appropriation for continuing the improvements, as it makes the appropriation available immediately after the passage of the act.

Q. These, then, are all the reasons you desire to assign in justification of your departure from the plan to the extent and in the direction I have indicated?—A. We do not put it on the ground of justification. We put it on this ground, that the matter was left with us, as executive officers, to carry out these different laws and appropriations as far as in our judgment was practicable and consistent with the public interests, and that we claim to have done. The fact that appropriations were being made all the while that these improvements were going on, and the fact that the assent—

By Mr. STANTON:

Q. This particular matter was made the subject of inquiry in the former investigation?—A. Yes, sir.

Q. And appropriations were made by Congress afterward, they knowing the theory on which the board had proceeded?—A. Yes, sir; and by the legislative assembly.

By Mr. CHRISTY:

Q. Still that would involve us in a sort of unsatisfactory pursuit. I merely want the witness to assign all the reasons, whether it be a justification or excuse?—A. It is neither a justification nor excuse. We fulfilled the duties imposed upon us with our understanding of the law, and it has never been controverted by either Congress or by the legislative assembly.

Q. Now I will ask if you don't feel that you have authority to progress in this direction without any regard to the expense; without any limit upon your power by reason of expense?—A. I don't exactly get your meaning.

Q. What limit, now, is there on your discretion in your present view of the law?—A. The limit is the appropriation made. We contend that all we have done has been in pursuance of appropriations made by Congress and the legislative assembly.

Q. Do you intend to continue to lay the concrete or wooden pavements as carriage-ways in this city?—A. As I said before, that is hardly a proper question to put.

Q. It is a very important one.—A. It is a contingency which depends altogether upon appropriations and the action of Congress.

Q. In the event you receive the necessary appropriation?—A. If we receive appropriations from Congress, and authority from them to continue in our work, we shall use our best judgment in continuing the improvement of the city.

Q. But there has been no determination on your part to abandon the laying of wood and concrete pavements?—A. So far as the laying of concrete pavement is concerned, I would say that my judgment is that the city should lay them altogether in the future.

Q. Of course, then, that would result in the abandonment of laying of

wood pavements?—A. Not entirely so. If people on the line of improvements prefer the wood pavement, I think their wishes should be considered. That has been the case heretofore.

Q. Do you mean by the people a majority or all?—A. I mean the general expression of opinion by the inhabitants on any particular street where the improvement is in progress.

Q. You have testified, on page 1807 of the testimony of this investigation, that the contracts that were awarded these parties were given them on account of their standing, business capacity—their ability to do the work, to do it well, and to the satisfaction of the board of public works. Now, in this description of persons do you embrace all that obtained these original contracts?—A. I include all who have done their work properly and well, to the satisfaction of the board. There have been some black sheep, as there is in every flock.

Q. In view of the fact that when Hallet Kilbourn wrote a letter, with which we are all familiar, stating that there was a combination formed, a ring, to secure contracts from the board of public works, do you regard him and his associates as suitable persons—would you have let these contracts to them, if you had been advised that such a combination existed?—A. No contract was ever let to Hallet Kilbourn, that I know of.

Q. That leads me to this: If you had known that he was interested in those contracts, would you have awarded them?—A. I do not see why I should not have done so. He is a responsible man, and has a good reputation as a business man. As a letter-writer, I do not think he is a very great success.

Q. We may deem him a success.—A. He may be.

Q. He assisted us; but from your point of view I will admit that he was not a very great success as a letter-writer.—A. I think that men frequently—and probably both of us have done the same thing—feeling a little excited for some reason, may say some things that, in our cooler moments, we would not utter.

Q. Still, in this case, John O. Evans, who certainly is a very discreet person, indorses the statement of facts, criticising simply the form in which they are stated.—A. I can say this for Mr. John O. Evans, that he is one of the best business men I ever knew, and, as a contractor, he is one of the squarest and most upright men I ever met with. The work done by him is unsurpassed by that done by any other persons in this city. There has never been any difficulty with him in getting him to make his work right.

Q. Then, had you believed this statement here, had you been informed of it—"The board of public works have advertised for proposals for paving, to be opened next Friday, the 1st instant. We propose to be prepared for them. We had to make a small ring of about seven persons in order to accomplish results. In this ring we put all the concretes. Evans, Clephane, yourself, Kelly, Kidwell, and myself, comprise six of the 'ring.' We shall put it in the best shape possible. We shall try and control the entire lot of asphalt pavements"—would you have abandoned the purpose of awarding contracts to the lowest bidder and established your scale of prices, enabling these parties to accomplish the result foreshadowed in this letter?—A. We never had any purpose of awarding contracts to the lowest bidder. The idea of the board was to get such information as was attainable, and to use their best judgment in doing this work. As regards awarding work to the lowest bidder, had we attempted it in this city the streets would have been torn up, and we would have been in a state

of chaos and ruin to-day. The only way in which improvements such as we have made here could be carried out was by giving the work to responsible parties, and holding them to strict accountability.

Q. Do you not, in view of the testimony in this case, think that you would have escaped, and the board would have escaped, from the embarrassments caused by the letting of contracts to De Golyer & McClelland, if contracts had been let to the lowest bidder after public advertisement?—A. No, sir; I do not think so. I think we would have been at the mercy of any combination that might have been formed. As it was, we retained control of the work. While the De Golyer & McClelland matter is one of those things incident to any extensive improvement, I think that they are the sufferers by the transaction, not the District. The biter was bit.

Q. Do not you think that if they had bid without feeling themselves under the obligation to make these arrangements which involved the expenditure of such large sums of money that they could have bid at a price less the bonus they paid?—A. I hardly think they would have to have done the work under the restrictions established by the board and undertaken to keep it in repair for the time specified in the contract.

Q. Do you think that the securities taken for a compliance with the conditions of their contract were sufficient, being a chattel mortgage merely, and the entire cost—the original cost—of the property upon which the chattel mortgage was given being only some \$23,000?—A. I think it is amply sufficient to keep their work in order for the time specified; for three years.

Q. In the manner in which they have in fact laid it?—A. Yes, sir.

Q. While upon this subject I will ask you this question: Do you think that the work generally throughout the city has been done in conformity with the specifications attached to the contracts?—A. I do.

Q. Do you believe that—for instance, take, as an example now, the work done under contracts for sodding and parking—that the specifications have generally been complied with?—A. I do.

Q. And that the instances in which they have been disregarded are exceptional?—A. I do.

Q. Mr. Raub has testified, if I remember correctly, that a large amount of stone that formed the walls of the canal was removed?—A. Yes, sir.

Q. Do you know what disposition was made of it?—A. It was sold to Bartlett & Williams, contractors for the Tiber sewer, at a price fixed by the board, per perch, after a thorough consultation and conviction on the part of the board that they were getting the largest price possible for it.

Q. Do you remember the price paid?—A. I think \$1.75, I am not certain about that. That is a matter the records will show.

Q. Were the board controlled entirely in their action by the opinion of William A. Cook in extending the compensation to C. E. Evans after the completion of his work?—A. No, sir. The board were controlled by their own knowledge of what was just and right in the case.

Q. Then why was it necessary to refer that question to William A. Cook?—A. That I do not know. Probably, to get his opinion as regards the legal right of the board to do it.

Q. You had only determined, then, upon the equitable question, referring the legal question to William A. Cook?—A. We had determined that it was a proper thing to do provided it could be done under the law; that they were entitled to the same rates paid to other contractors for the same kind of work.



Q. By whose action was the wife of C. E. Evans accepted as surety upon that bond?—A. Well, upon its being established that she was worth an amount sufficient to secure the board in the contract.

Q. Before the giving of that bond—we pass from the question of its sufficiency or her right to charge herself with any obligation of that sort—there had been a controversy between the board and C. E. Evans. That is true, is it not?—A. Well, when you speak of a controversy I will say that there was dissatisfaction on the part of the board in regard to the attention by him paid to his work. When Mr. Evans was here the work was done properly and thoroughly; when he went away and trusted it to subordinates, they slighted it, and it required constant watchfulness on the part of the board to keep them up to their standard.

Q. Still there was a controversy of that nature that you explained?—A. There was no controversy. There was dissatisfaction about it. Mr. Evans was notified to that effect several times.

Q. Then there was dissatisfaction with the work of Mr. Evans—the manner in which it was being done—and you withheld payment of certificates from him?—A. Yes, sir.

Q. Now, was this condition made with Mr. Evans, that if he would execute this bond that he should receive the certificate to which he would be entitled from the auditor of the board of public works?—A. My impression is, Mr. Evans was notified that he must make his bond good without any regard to what the board of public works would do in the premises.

Q. But Mr. C. E. Evans likewise testifies that he made out an express stipulation with William A. Cook, when he delivered these bonds to him, that they should not be delivered to the board of public works, nor attached to the contract, unless the board agreed to adjust this controversy.—A. The board never agreed to anything of the kind. Mr. Evans could only make a bargain for himself. It didn't bind anybody but himself.

Q. Then why is it those bonds were not attached, as other bonds were, to the contract?—A. His first bonds were not deemed sufficient, and he was notified to make them good, and in that way his wife was brought in.

Q. Then she did execute those bonds?—A. I suppose so.

Q. They were produced here by William A. Cook, and not delivered to the board of public works?—A. I don't think there was any retention about them at all. They were sent to him to examine, and had been some time in his office, and they were brought to the notice of the board of public works.

Q. Have they to this day been delivered to the board of public works?—A. Yes, sir; they have always been in the possession of the board. He was acting as the officer of the board—the legal adviser of the board—and they were in his custody as its legal adviser.

Q. Then there was no reason why these bonds have not been filed with the contracts, as in any other case?—A. It was simply an oversight on his part, I suppose.

Q. His attention was called to it some time since in the case. Why was the act of the legislative assembly, appropriating \$240,000 to reimburse the board of public works for the discount suffered on the \$4,000,000 loan, not submitted to a vote of the people of the District?—A. That is a matter that the legislative assembly would have to answer, I cannot; I was not the executive officer of the government at that time, nor was I a member of the legislative assembly; so I cannot answer the question.

Q. Have you brought any suits for the purpose of establishing your rights, the rights of the District government against street-railroad companies for their non-compliance with the law in paying their share of the carriage-way improvements?—A. Yes, sir. We have not only brought suits, but we have advertised their property, which has been enjoined and is now in the courts. The property was advertised to be sold this winter, and they were enjoined on the day of the sale or the day before the sale.

Q. Was not that for a very small portion of the streets through which their railroads run?—A. It was on all the assessments which had fallen due—the assessments which were made last year. It was for those assessments. One of them, I think, amounted to thirty-odd thousand on the Washington and Georgetown Railroad, and on the Seventh Street Railroad, if my memory serves me right, the amount was some eight or, say, ten thousand dollars.

Q. I ask the question in view of the statement made by Mr. Thompson, president of the Metropolitan Railroad Company, where he says that if assessed upon the principle that was suggested to him, that it would amount to absolute confiscation. Now I desire to ask, in view of that testimony, whether any arrangement or understanding was made or had between you on that subject, between the District government and Mr. Thompson?—A. None whatever. We had no power to do it, and didn't do it.

Q. But when bills were sent against adjacent property-holders, were you not left remediless as to the railroad company?—A. Well, in no case were bills sent where the railroad companies had their tracks down, without an assessment being made on the railroad company. In several instances, as appears in our answer, and which I spoke of, when we were paving streets, the railroad companies notified us their charter allowed them to go on such and such streets, and asked permission to put their timbers down, in order to prevent the street being torn up subsequently. In two or three instances we granted their request: we deemed it best, in order to keep the pavement from being destroyed.

Q. Then that is not a matter which has been adjusted between the District government and the railroad companies, but remains unsettled?—A. It remains unsettled. There never has been any settlement in regard to it.

Q. Have you not used certificates issued for general taxes, due prior to June 30, 1873, in paying obligations of the District government: in paying, for instance, the salaries of the employes of the government?

The WITNESS. Will you please state that again?

Q. Have not you used certificates, issued for general taxes due prior to June 30, 1873, in paying obligations of the District government—for instance, in paying salaries?—A. Tax-lien certificates?

Q. Yes, sir; used them in paying the indebtedness of the corporation?—A. The law authorized that disposition of them.

Q. Have you excepted those from the assets that you have enumerated as still in the possession of the District government?—A. The report of the comptroller shows that, the whole matter, very thoroughly.

Q. Were you aware of the fact that William A. Cook, who you say inspected the bonds—and passed upon their sufficiency, at least the form of the bonds—at the time that he was rendering this service to the board of public works was accepting employment generally from contractors—the various contractors who were giving these bonds to the board of public works?—A. I was not, or I should not have

allowed him to. He would have had to serve either as attorney for the contractors or as attorney for the board.

Mr. CHRISTY. That is good law and good sense.

Q. Do you know of any instance in which parties contracting to do work for the board were allowed to purchase material that they would use in the improvements, from the factories or the first hands; and that in some instances, at least, they purchased at a price less than the same material was furnished to the board?—A. I know of no such instance, nor do I think it possible or probable.

Q. No such instance as that came to your knowledge?—A. No, sir.

Q. Do you know of any contractors who did work around Government reservations, that after the payment by the Government of the United States for the improvements, were not paid in money, or were required to take sewer-bonds in settlement of their claims?—A. I do not think there was any requirement to take anything. If the board were not in funds they were offered the sewer-bonds. It was a matter entirely at their option as to whether they should take them or wait.

Q. Do you know the fact that Mr. Magruder, in some instances, insisted upon writing upon the bills, indorsing upon the bills, that they should be paid in sewer-bonds?—A. I do not think he ever insisted upon anything of the kind. Where the request was made he did it. It was done to accommodate the parties holding the certificate.

Q. I ask that chiefly in view of the testimony of Mr. Lucas, the party who did the grading on K street, who testified that, without his consent, this indorsement was made upon the auditor's certificate that he held.—A. I have no doubt that he requested Colonel Magruder to make that indorsement, or it would not have been made.

Q. Of course you have no personal knowledge of that?—A. No, sir; I have no personal knowledge. I make that statement on general principles.

Q. On page 165 of the report of the comptroller of the District of Columbia I find that an amount was appropriated for the erection of a police station-house in Uniontown, the amount being \$4,800, and that the warrant, I infer, was drawn therefor.—A. I think that is so.

Q. Was any such station-house erected?—A. No such station was erected, because the board of police commissioners protested against it, as their force was not sufficient to keep it up.

Q. Was any portion of this money used in the purchase of a site for the station-house?—A. I think a site was purchased.

Q. Not exhausting the appropriation?—A. No, sir; the appropriation is not exhausted. I think a site was purchased, though I am not certain about that.

Q. Do you know what became of that—where the excess of this appropriation remains?—A. In the treasury of the board.

Q. Do you know the cost of the lot?—A. I do not.

Q. Did the sinking-fund commissioners hypothecate sewer-bonds in New York for the purpose of raising means to defray the January interest?—A. Not a dollar.

Q. I see your answer in regard to that really leaves it in some confusion in my mind.—A. I would be very happy to clear it up, colonel, if there is any confusion in your mind.

[The answer as previously given by the witness was here read over to him.]

The WITNESS. Perhaps I had better make a little explanation in regard to that, so as to remove all confusion in your mind. The reason that the sinking-fund commission has been short is this: Last Au-



gust, \$550,000 of the old corporation of Washington 7-30 certificates which fell due under Mayor Emery, for a debt contracted under Mayor Bowen, matured. They had to be met. The sinking-fund commission had to make arrangements to meet them, which they did by paying out of their treasury, and by borrowing a sufficient sum to pay them. They were all paid, except, I think, some forty or fifty thousand dollars which was held by private parties. The bonds which were authorized to be issued by the legislative assembly, under the act of June 20, 1872, had not been sold, and have not yet been sold. The sinking-fund commission has been carrying that debt, with its interest, from that time to the present; so that the case stands in this way: Was the market in such a condition that the sinking-fund bonds authorized to be issued, and which were issued, and which are now held as collateral, and which are used as collateral by the sinking-fund commissioners—was the market in such a condition that these bonds could be sold at a fair rate, the sinking-fund would have in hand some \$250,000, instead of being, as they are now, borrowers and owing a considerable debt. Do I make myself intelligible?

Mr. CHRISTY. I think so.

Q. Do you know of any preference given to contractors, or those who have held by hypothecation, or purchase, certificates in the payment by the treasurer of the board of public works?—A. I do not know of any.

Q. I will pass from that subject for a moment. Do you know a contractor by the name of Laughlin or Laflin?—A. There are two contractors of the board, one named McLaughlin and the other Laflin.

Q. Have you sold to either of those persons?—A. I have sold property to Laflin.

Q. What did you receive?—A. I received certificates of the board of public works.

Q. When was this?—A. The record shows. It was several months ago. The transaction was done through Mr. Wilson, my agent.

Q. What amount in certificates and what amount in cash did you receive?—A. I did not receive a dollar in cash.

Q. Where was the property situated?—A. On Seventeenth street, between K and L.

Q. Have those certificates been since paid?—A. They have not. I got some sewer-bonds for some of them, which I sold at 71 or 72 cents on the dollar.

Q. Was it part of the condition of the purchase by Mr. Laflin that he should receive work under the board?—A. No, sir; he had all his work long before he bought the property.

Q. Was the transaction conducted by yourself in person?—A. No, sir; by my agent. I had nothing to do with it in any shape or form. I did not know until the proposition was made to me that they were negotiating about the house at all. I will state, in that connection, that the proposition was made to me to take certificates. I did it as much from the fact that it would not do for me to repudiate District securities as for any other reason. I made nothing by it.

Q. And obtained no advantage?—A. Not a particle. I will state that all the contracts that they had were long anterior to the date of this sale. It had no connection, in any shape or form, with that sale, and I think it was a disadvantageous thing to me.

Q. Have you, or any other member of the board of public works, made any purchases of property in advance of the public declaration that improvements were to be made, and in contemplation of such improvements?—A. No, sir; never, in a single instance.

Q. And in that you include, so far as you know, every other member of the District government and of the board of public works?—A. I think I may; I am the only member of the board of public works who has operated in real estate; that I have done ever since I have attained my majority, and hope to continue to do so as long as I live.

Q. You have purchased real estate largely?—A. Yes, sir.

Q. Do you say distinctly that you have done so without reference to any contemplated improvements?—A. Without reference to any contemplated improvements. I would say, further, that I have sold, as appears from the testimony of Mr. Kilbourn, some ground which I bought from Mr. Merrick. I sold it at 34 cents, and it advanced within a year and a half to \$1. If I had had any intention of the kind that you refer to, I should certainly have held on to it.

Mr. MERRICK. You did not buy it from me. I sold it long since. You bought it from the people, who purchased it from me. I sold the property in 1863.

The WITNESS. I knew that you originally owned it. We were speaking of it the other day.

Q. Do you know of Mr. Hodges's having any interest with Mr. Kilbourn in any real estate transactions?—A. I do not know anything at all about that. I do not know that he owned any. I do not know anything about Mr. Kilbourn's real-estate operations. I never had but one real-estate transaction with Mr. Kilbourn, that I know of, and that was some five or six years ago.

Mr. MERRICK. I see you give a comparative statement of the debts under the two administrations of Bowen and Emery, at page 1854. I do not understand that exactly, because in the last column here you give the total expenditures and liabilities incurred by assessments and debts in Bowen's administration at \$4,000,000, and the total expenditures and liabilities incurred by assessments and debts in Emery's administration at \$5,000,000, and so on, making an aggregate of \$9,000,000. Now, was not the debt which was incurred in Bowen's administration carried as a burden into Emery's administration, so it is counted twice as against that?—A. No, sir; I think not. Bowen left a floating debt of over a million, beside the tax-levies and other deductions, and besides the special assessments made.

Q. There was a general debt existing at the end of his administration of \$1,243,266.56?—A. Yes, sir.

Q. And then there was a general debt at the end of Emery's administration of \$3,170,000?—A. Yes, sir.

Q. Was not that general debt at the end of Emery's administration partly caused by the burden thrown upon it by the antecedent administration, and of necessity so; and therefore it appears to be a double charge from the way in which this account is stated?—A. No, sir; I think not. If you will look at that, you will see that the general taxes collected were so much; total general expenditures, so much; special assessments on account of improvements, so much; general debt existing at the end of administration, so much; total expenditures and liabilities incurred by assessments, so much.

Q. Yes, I see it is put down that way; but it looks to me as if the general debt of the one was carried into the general debt of the other.—A. I think not. It is all made up by the comptroller.

Q. You say it is made up by the comptroller. It is not important, but I thought I would ask if you knew how it was.

The WITNESS. No, I really do not know. I merely asked the comptroller to make up a statement of the expenditures during the three

previous administrations, and he presented me with what you have read.

[Witness stated that on looking over the figures again he was convinced that it could not be a double charge, and explained, by reference to the statement of the comptroller, the reasons why he came to this conclusion.]

Q. You stated that you made up your account at the rate at which contracts should be awarded to parties upon the bids which were made, at the commencement of the administration under this general advertisement?—A. Yes, sir.

Q. Hadn't you and the other members of the board personal knowledge of the cost of the construction of wood and concrete pavement so as to form an independent?—A. No, sir; I had no knowledge whatever. I never gave the subject any consideration.

Q. Had you not been a member of the Metropolitan Paving Company which had paved Pennsylvania avenue?—A. I invested \$2,500, for the benefit of my brother-in-law, in that company, but I knew no more about what the profits were, or anything in connection with it, than did any member of this committee.

Q. Then the only mode you resorted to, for the purpose of ascertaining what should be the cost of improvements was these bids made under the advertisement?—A. Was the bids made under the advertisement, and the information received from other cities.

Q. Did you or not at any subsequent period of the administration of the board, take any pains to ascertain what was the actual cost of these wood pavements by ascertaining the cost of the various items that went into their construction, with a view to the modification of the charges?—A. I was convinced, and am convinced now that \$3.50 a yard for a treated-wood pavement, properly laid, will not pay more than a fair business percentage for laying it, and that in the matter of concrete pavements it is a very risky business to lay them at \$3.20. I think that a man who lays his pavement properly makes less on it than he could make on the same amount of time and talent invested in almost any other business.

I want to call the attention of the committee, while we are on this subject, to a comparative statement of the "debts, property, expenses, and public improvements of American cities, compiled from official records." It will be found on page 18 of the Report of 1873, and is as follows:



Statement of debts, property, expenses, and public improvements of American cities; compiled from official records.

Name of city.	Popula- tion.	Taxable property.			Rate of tax.	Annual munici- pal expense.	Debt.	Amt. of debt per head.	Pavement.			Water-mains.  Miles.	Sewers.  Miles.	Gas-mains.  Miles.
		Real.	Personal.	Total.					Kind.	No. of miles.	Cost per sq. yd.			
New York .....	942,292	\$33,693,380	\$201,880,000	\$1,128,753,380	\$3.22	\$30,131,967 00	\$136,009,960 00	\$144 34	Wood..... Stone..... Cobble.....	20 135 98	\$5 00 3 00 1 10	369	288	510
Brooklyn .....	396,099			207,766,452	3.50	7,000,000 00	38,902,667 00	98 24	Wood..... Cobble..... Concrete.....	11 259 6	5 00 1 40 4 50	277	232	(f)
Jersey City .....	82,546			60,438,000	2 10	1,446,000 00	12,473,000 00	151 65	Wood..... Stone.....	( <sup>c</sup> ) ( <sup>c</sup> )	4 50 2 50	112	75	(ff)
Elizabeth .....	98,000			15,500,000	2.58	270,000 00	4,101,000 00	146 46	Wood..... Cobble..... Trap-black (concrete).	10 ( <sup>c</sup> ) ( <sup>c</sup> ) ( <sup>c</sup> )	4 25 1 75 2 55 3 50	35	27	(ff)
Boston .....	270,500	470,086,390	223,745,200	693,831,400	1.28	8,700,815 00	38,779,156 00	154 80	Wood..... Stone..... (f)	( <sup>c</sup> ) ( <sup>c</sup> ) ( <sup>c</sup> )	2 75 4 00 4 00	219	128	(ff)
Portland .....	31,400	15,775,300	12,045,712	29,821,012	2.50	588,312 00	4,920,600 00	156 70	Wood.....			( <sup>c</sup> )	25	(ff)
Albany .....	69,400	28,772,282	5,614,769	34,387,051	4 10	867,389 00	3,000,000 00	43 22	Wood.....			58	( <sup>c</sup> )	45
Buffalo .....	118,000	32,755,730	5,719,405	38,475,135	5.09	1,335,000 00	5,407,620 00	45 82	Stone..... Wood..... Stone.....	4 72 72	2 50 2 25 2 25	80	80	25
Chicago.....	465,000	239,154,800	45,042,540	284,197,430	( <sup>c</sup> )	6,063,837 00	21,000,000 00	45 16	Wood.....		\$1 10	326	170	(ff)
Saint Louis .....	400,000	149,144,400	31,134,550	180,278,950	2 15	2,189,132 00	20,023,000 00	50 05	Macadam..... Wood.....	200 10	3 50	143	144	(ff)
Rochester .....	62,400	13,061,000	1,006,275	14,067,275	4.27	601,353 00	5,000,000 00	80 12	Stone..... Wood..... Macadam.....	6 2 13	2 90 2 25 1 50	( <sup>c</sup> )	35	45

Continued.....	300,000	119,621.880	5,462,419	175,084,290	3 19	4,099,837.00	6,451,000.00	21.50	Cobble..... Wood..... Stone.....	134 8 31	1.40 3.00 1.40	145	32	152
Dist Columbia	141,200	96,434,052	Not taxed	9,443,052	2.00	1,931,827.50	9,902,351.18	75.18	Gravel..... Wood..... Concrete..... Belgian block..... Cobble..... Macadam.....	44 54 28 14 10 8	15 3.50 3.30 3.40 3.40 70 1.50	133	140	110

Debt of old corporation of Washington.....	84,135,584.22
Debt of old corporation of Georgetown.....	252,346.96
Debt of the District of Columbia.....	5,592,350.00
	<hr/>
	9,902,351.18

(c) Not confirmed.  
 (d) Less than four miles in the city.  
 (e) Not given.  
 (f) Present price.

(g) Estimated.  
 (h) Managed by private company.  
 (i) No main land.  
 (j) Refused to give information.

By Mr. MERRICK:

Q. At page 534 of the testimony you give a statement marked "Receipts of the government of the District of Columbia and of the board of public works, and the date of its organization, June 1, 1871." You give a statement of the aggregate receipts of the government of the District of Columbia and the board of public works. The first item is \$3,465,006.39. That was in money, I presume?—A. I suppose it is money. I really do not know what it is.

Q. Then the third item is receipts from the United States Government, \$3,522,801.18. That is money received from the United States?—A. Yes, sir; that is money.

Q. Now will you tell me if there be any other matter of money in those aggregate receipts except those two items, or are not the rest representatives of indebtedment in some form or another?—A. No, sir; that was received from the District in bonds and proceeds of bonds sold. Four millions of that was in money received.

Q. But that is representative of indebtedment?—A. O, yes, sir; it was bonds of the District.

Q. I speak now of the receipt of money, as distinguished from the receipt of securities, for the purpose of ascertaining how much money you have received at all during your administration.—A. Well, there is one item there received from 10 per cent. assessment-certificates. That was received in money from the sale of those certificates.

Q. Seven hundred and fifty-one thousand nine hundred and twenty-one dollars and thirty-three cents?—A. That was money received from the assessment-certificates from personal property.

Q. Was there any other moneyed element besides those three?—A. No, sir; I do not know of any. There may be some others.

Q. Then all your other receipts besides those are chargeable as matters of debt against the District government, although in the form of money received from securities?—A. Not against the District government.

Q. The District government and board of public works?—A. No, sir; against private-property owners. Two of them, the 8 per cent. special-improvement certificates and 8 per cent. sewer-certificates—

Q. Those are still outstanding matters of indebtedment? They are not money?—A. They have been paid; one and one-half millions have been received for taxes; one and one-fourth millions, probably.

Q. The sewer-certificates and special-improvement certificates have been taken up?—A. Yes, sir, and canceled, about one and one-half millions or one and one-fourth millions.

Q. Of the \$4,286,000?—A. Yes, sir.

Q. That is all, then. Those four items constitute all the money receipts of the District government and the board of public works since their organization?—A. The moneyed receipts you can get very easily. There is over eight millions in money and from the proceeds of bonds.

Q. Yes, but I do not speak of the proceeds of bonds, because bonds are still outstanding, and matters of debt. I want to distinguish between the actual moneyed receipts and proceeds of securities which are still to be redeemed in some form or other.

The CHAIRMAN. You are trying to find out the amount received from the General Government, and the amount received from taxes in money.

Mr. MERRICK. Yes, sir; I want to see what is all the available money they have received as distinguished from the proceeds of securities which are hereafter to be met, and which in point of fact are still a debt



although assuming the form of money in that statement. I understand him now to say what I supposed was the fact before—that it consists of those four items, first, third, seventh, one and a half millions being proceeds realized from the payment of the certificates as against the property—

Mr. WILSON. Have you aggregated it?

Mr. MERRICK. No, sir, I have not; but it is about \$8,000,000.

The WITNESS. The receipts in money would be about \$8,000,000. The receipts from bonds sold to settle up the old indebtedness, funding and—

Mr. MERRICK. They are still outstanding?

The WITNESS. But of course they were outstanding before. They have only been funded.

Mr. MERRICK. I am only speaking now, and trying to get at the difference between actual money and outstanding obligations, no matter what form they assume.

The WITNESS. But you should state it fairly. Here is about \$4,000,000 that existed before the board of public works came in, and which had to be funded. It is not right to put that in as something not received in money, because that was merely funding an old indebtedness.

Mr. MERRICK. Still, that makes it a part of the aggregate indebtedness of the District of Columbia to pay.

The WITNESS. No, it does not. By the organic act it is made the duty of the cities of Georgetown and Washington to pay them. The District government cannot pay them.

Q. It is an obligation as against the people?—A. Against those two old corporations.

Q. And they go to make up the aggregate of the ten millions limitation of debt?—A. Yes, sir; because it was a debt incurred before.

By Mr. MERRICK:

Q. You have not given anywhere in answer to our inquiries a tabulated statement of the whole amount of the indebtedness of the District of Columbia and the board of public works, whether funded or unfunded, up to the present time?—A. Yes; the whole of it is given in this report. I am making out a separate statement of the floating debt for the committee. They have asked for it.

Q. Where is it given?—A. Give me a copy of that report, and I will show you, (copy of report handed to witness.)

Q. You gave a statement of the debt of the old corporation and of the debt of the District government. I am speaking now of the aggregate indebtedness of the old corporation, of the new District government, and of the board of public works.—A. If you will turn to page 23 of my answer, you will find the debt of the old corporations to be \$4,350,189.91. You turn to page 24, you will find the funded debt of the District is \$5,527,850. Now, if you will turn to page 463, you will see there the sum of \$497,870.52, which was the indebtedness of the District government on the day of the rendition of this answer. That was the floating indebtedness of the District. If you will look just below you will find the liabilities of the board of public works at \$4,552,958.76, from which you want to deduct securities on hand, balance due on account of general sewerage and assessments, aggregate about \$3,000,000; it is all in detail there.

Q. That don't come down to and include what is stated in the account of outlays by the auditor of the board of public works, as given here a day or two ago?—A. Yes, sir; it includes everything.

Q. That amount, given by the auditor, if I understand it, does not fully represent all the ascertained liabilities up to this time, for the reason that the contracts which are in process of execution, while certificates of settlement have been made for the amount of work done, yet 20 per cent. has been retained upon uncompleted contracts to the amount already done.—A. Only a small portion of them.

Q. 20 per cent. ?—A. No; only a small portion of them; most of the contracts have been settled for—brick pavement and things of that kind. The times for which the percentage has been retained have expired and been paid.

Q. Have you any idea of what amount that 20 per cent. will aggregate ?—A. It will aggregate very little, because, as I say, the contracts specified this 20 per cent shall be retained for a certain number of months. In many instances this time has elapsed, and the final settlement has been made.

By Mr. MERRICK :

Q. Perhaps I had better ask Mr. Lay; he can answer directly.

The WITNESS. Yes, sir; he can answer directly.

The CHAIRMAN. While upon that question of the floating debt, I wish you would have a statement made, showing separately the amount of auditor's certificates still outstanding.—A. That is stated in this report.

Q. A distinct item of that ?—A. Yes, sir.

By Mr. WILSON :

Q. There have been a great many issued since that, from a statement made here a few days ago ?—A. There have been some issues, I suppose, in settlement of accounts and the work that is being done. I can have it brought up to date.

Mr. WILSON. I think it would be well to bring it up to date.

The WITNESS. Very well, sir.

By Mr. BASS :

Q. What are the board certificates referred to on page 364 ?—A. Those are what are called auditor's certificates. They are vouchers, that is what they are.

Q. The item above, if you will observe.

The WITNESS. O, board certificates. Well, sometime ago—it has been a year and a half ago, I guess—the board issued a different form of certificates in order to help the people who had auditor's certificates to pay their taxes. They issued another form of certificates, signed by the auditor and the secretary and treasurer of the board, in sums from \$100 to \$500, which were receivable for special taxes, and a good many special taxes were paid in bills. When the legislature met, however, they passed a law changing this method, and authorizing the issue of a different certificate, what is called 8 per cent. certificates, and these are outstanding certificates issued by the board of public works on that account.

Q. They have been issued, then, in cancellation, or taking up the auditor's certificates ?—A. Yes, sir.

Mr. J. C. LAY recalled.

By Mr. MERRICK :

Q. Your ledger which you produced here on Friday, showed settlements for the various debts incurred by the board of public works to

the amount of \$1,800,000 odd; I do not know how much. Now, can you tell us, either actually or approximately, how much more is due upon these accounts that have been stated, by reason of the 20 per cent. that has been withheld for the work already executed, and yet the contracts themselves not being finally completed, the board withholds, as I understand, under their rule, 20 per cent. of the amount due for the purpose of being a surety for the unfinished portion of the contract?—A. Well, I would not like to make an approximate estimate of anything of that kind. I could tell you from the books. I have it all in the books.

Mr. MERRICK. I would be glad if you would run over the books and make a statement of that, because that will show the substance of the outlay or debt already actually incurred.

Governor SHEPHERD. Have not most of the percentages been paid?

The WITNESS. A good many, not most of them.

Governor SHEPHERD. Just furnish a statement of everything in relation to the matter.

Governor SHEPHERD recalled.

By Mr. WILSON:

Q. If I have understood your testimony, the \$1,240,000 appropriation, when that appropriation was made the board of public works was already indebted to that amount, and the money was used to pay that indebtedness?—A. Yes, sir.

Q. And the same with reference to the \$1,000,000 appropriation?—A. Yes, sir.

Q. And substantially the same with reference to the \$913,000 appropriation?—A. Yes, sir.

Q. At the time these appropriations were made an indebtedness had already been incurred, to the payment of which these several appropriations were applied?—A. Yes, sir.

Q. Now, your attention was called this forenoon to these requisitions—one of \$400,000, and one of \$130,000, I believe it was; and over \$260,000 was made just prior to the publication of the report of 1873. You referred the committee to the act of the legislative assembly, first session, page 42. That act was an appropriation for the purpose of making up the full sum of \$1,000,000—that was to supply the deficiency in that four millions by reason of the discount?—A. Yes, sir.

Q. The second section of that act is as follows: "*And be it further enacted*, That, in view of the emergency arising from the necessity for the immediate payment by the board of public works of outstanding claims for work done in the improvement of the District, this act shall take effect immediately upon its passage. Approved June 23, 1873." I take it from that that the money had also been anticipated by the board. In other words, the board had already contracted an indebtedness, and this appropriation was used for the purpose of re-imbursing that indebtedness?—A. That emergency clause was put in, I take it, because it would take some time to get the bonds ready. What date is that law?

Mr. WILSON. On the 23d June, 1873.

The WITNESS. We could not get the bonds ready to sign them before August, and I suppose it was to save thirty days that clause was put in.

Q. Is it a fact, however, that the board had already incurred liabilities to the extent of this, and you deemed it necessary to have this appropriation?—A. They were constantly incurring liabilities; they were working a large force of men with a good many contracts, and the liabilities were incurring. The organic act provides that no law shall take effect until thirty days after its passage, unless there is an emergency clause, which requires a two-thirds vote to pass it, I think.



Q. You will observe the phraseology of this section. "In view of the emergency arising from the necessity for the immediate payment by the board of public works of outstanding claims for work done in the improvements of the District, this act shall take effect immediately upon its passage." Is that a correct recital of the condition of affairs at that time?—A. I do not think it is. I do not think the phraseology is correct. It is meant to apply to work that was in progress.

Q. The next law to which you refer the committee is found on page 56, and for the purpose of getting the matter distinctly before the committee, I will read the act in order to get it in the record just at this point. It is short.

*Act of 3d legislative assembly, CHAP. XIII.*—An act making appropriation for re-im-bursing the board of public works of the District of Columbia for the money expended by them for the erection and repair of pumps, cleaning and repair of streets, and raising and underpinning of houses and market-houses.

*Be it enacted, &c.,* That the following sums be, and the same are hereby, appropriated, to re-imburse the board of public works of the District of Columbia, viz:

For the erection and repairs of pumps, fifty-one thousand dollars.

For cleaning and repairs of streets, two hundred and sixty-two thousand eight hundred and fifty-five dollars.

For raising and underpinning houses, one hundred and fifty thousand dollars.

For raising and underpinning Georgetown market-house, three thousand five hundred and fifty-seven dollars and seventy-one cents.

For amount expended on Northern market-house, twelve thousand and twenty-six dollars and forty-eight cents: *Provided*, That the money hereby appropriated shall be paid out by the treasurer of the District of Columbia, upon warrants drawn by the governor and comptroller of the said District.

SEC. 2. *And be it further enacted*, That to enable the governor to pay the above appropriations, he is hereby authorized to issue bonds of the District of Columbia, bearing interest at the rate of seven per cent. per annum, not to exceed the sum of five hundred and thirty thousand dollars, which shall be sold by the governor, the proceeds thereof used for the purposes above specified, and for no other purposes whatsoever.

Approved, June 25, 1873.

Q. If I understood your testimony a few days ago these liabilities had already been incurred and such would seem to be———A. This is the amount which was re-imbursed.

Q. Yes; the liabilities had already been incurred for which this appropriation was made?—A. A portion of them had. Now, in regard to underpinning and raising of houses, that work was going on at the time of the passage of the act, and we figured up what had already been expended and added to it what it would cost to complete it, and the appropriation was made in that way.

Q. The provision in the first section of this act is, "that the money hereby appropriated shall be paid out by the treasurer of the District of Columbia, upon warrants drawn by the governor and comptroller of the said District." Was that done?—A. That was done, I presume. It could not have been gotten out of the treasury in any other way.

Q. Was it paid to Mr. Magruder?—A. To him, as treasurer of the board.

Q. But it was to be paid out by the treasurer of the District of Columbia?—A. It was paid out by the treasurer of the District to the treasurer of the board of public works.

Q. Did the treasurer of the District of Columbia pay any moneys to the treasurer of the board of public works?—A. He paid the bonds.

Q. I now call your attention to the second section, which I have already cited. If I understand you now, the bonds were issued, and, instead of the bonds being sold by you, the bonds themselves were paid out?—A. Yes, sir; the contractors lost the discount on them, instead of the District.

Q. Were those bonds paid out to contractors who had done the spe-

cific work named in this contract, or were they paid out generally?—A. O, a very large portion of that work had been paid for a year before the passage of that act—for repairs of pumps and things of that kind; they were used as an asset of the board, and paid out to such contractors as saw proper to take them.

Q. Instead, then, of being paid out specifically for the purposes set forth in this act, they were issued and paid out by the treasurer of the board of public works, Mr. Magruder, generally, on the indebtedness of the board. Is that correct?—A. Correct, with this modification, that most of it had already been expended by the board, and it was merely a reimbursement of the general fund of the board of the amount which had been paid out previously on this account—making the general fund good.

Q. These bonds were used, then, to make up deficiencies of the general fund of the board of public works?—A. They were turned right into the treasury and paid out as everything else.

Q. Do you know whether there is a record showing who received these bonds?—A. Indeed, I do not.

By Mr. STANTON:

Q. Is that the act on page 66?—A. Yes, sir.

Q. Do you know what disposition Mr. Magruder made of those bonds?

Mr. STANTON. I will call your attention to the first section which says “to reimburse the board of public works.”

Mr. WILSON. I know it is peculiar in its phraseology.

By the CHAIRMAN:

Q. Were those paid out at par?—A. Yes, sir.

Q. At their face-value?—A. Yes, sir.

By Mr. WILSON:

Q. What was the disposition made of them by Mr. Magruder?—A. I am not able to state.

Q. Then, if I understand you, (and, if I do not, please correct me, for I wish to understand the facts as they are,) this work had been substantially done?—A. A large portion of it.

Q. The principal part of it had been done and already paid for by the board of public works, and in advance of this appropriation?—A. Yes, sir.

Q. Now will you explain to the committee why that was done, when the 37th section of the organic act provides that said board of public works shall have no power to make contracts to bind said District to the payment of any sums of money, except in pursuance of appropriations made by law, and not until such appropriations shall have been made?—A. That is plain enough. We treated the whole of these things as improvements. They were improvements. The appropriations were made for these improvements.

Q. How about the \$500,000 appropriation?—A. A portion of that has been expended on these very things—these repairs of market-houses, pumps, &c.

Q. You had exceeded the \$500,000 appropriation of which you speak?

The WITNESS. How do you mean exceeded it?

Q. You had gone beyond that?—A. Yes, sir; spent that and the three and a half millions besides. You asked by what authority. I say we had the authority from the first appropriation of \$500,000 to carry out such improvements as the board of public works might deem fit and proper.

Q. Did you have authority to go beyond it?—A. We did not go be-

yond it. A portion of this work the appropriation was made for had not been completed. It was then in process. The underpinning of these houses was in process at the date of this law re-imbursing the amount.

Q. I do not see how you got any debt, then.—A. We do not understand one another, I am afraid.

Q. I am afraid we do not.—A. What I mean to say is this : You asked me what authority we had to repair pumps, and to underpin houses, and these other thing which are covered in this appropriation of June 25, 1873. I say to you that we had authority in the first appropriation bill, which appropriated a half million of dollars for improvements generally, without specifying any of the details, what they should be, leaving it discretionary with the board as to what class of improvements we should make. Under that we made all improvements necessary for the proper conduct of affairs in the District; and under this \$500,000 appropriation we had authority to expend money in repairing pumps, raising market-houses, and anything else that was necessary to keep a proper administration of the District.

Q. Where is that ?—A. It is the act dated August 11, 1871, and is as follows :

*Acts legislative assembly—Chapter XXX.*

*Be it enacted, &c.,* That the governor is hereby authorized to anticipate the revenue of the District which may arise from the assessment and collection of taxes during the current year to the amount of five hundred thousand dollars, which sum shall be expended and disbursed for the improvement and repairs of the streets, avenues, alleys, and roads in the said District, and for the construction and repairs of sewers, bridges, and other public works therein, according to the provision of the thirty-seventh section of an act of the Congress of the United States, entitled "An act to provide a government for the District of Columbia," approved February twenty-one, eighteen hundred and seventy-one.

SEC. 2. *And be it further enacted,* That, in view of the emergency arising from the necessity for the improvement and repairs of the streets, avenues, alleys, sewers, roads, and bridges in the District of Columbia, this act shall take effect immediately upon its passage.

Approved, August 11, 1871.

Q. That was the act approved August 11, 1871, and which appropriated \$500,000, and that was expended ?—A. Yes, sir.

Q. And in addition to that the board had made further expenditures which made it necessary to pass the other act to which I called attention ?—A. The board had made expenditures upon these certain things which were authorized by this law, but which should not properly have come out of this \$4,000,000 bill.

Q. You regarded this an appropriation bill to the extent of \$500,000 ?—A. To the extent of any such improvement as might be needed.

Q. The point I want to get at is this : Did you make expenditures beyond that \$500,000 ?

The WITNESS. On account of these other items ?

Q. Yes, sir.—A. No, sir; we had not expended the \$500,000 on account of them.

Q. Had you not expended this \$500,000 at the time ?—A. Not the whole of it.

Q. Then what was the occasion for a re-imbursement ?—A. Because the work was going on. As I say, after the underpinning of these houses, a large portion of that was done after the appropriation of the \$500,000. Some of it had been done, and some was in process of completion; and it was to re-imburse these expenditures which had been made back to the board, so that the \$500,000 there would go to the improvement of streets, avenues, and things of that kind, that this was done.



By Mr. MERRICK :

Q. Was not the history of that \$500,000 appropriation this, that the four-million loan, the proceedings under it, had been enjoined in the courts, and for the purpose of obviating the effect of this injunction, was not this \$500,000 appropriation made ?—A. Yes, sir.

Q. And it was to enable you to carry out your contracts which you had contemplated or initiated under the four-million loan ?—A. We had not made any contracts or initiated any at that time. It was not until a month afterward that we let any at all.

Q. Your contracts were made before the injunction was dissolved ?—A. The injunction was dissolved about the 1st of October. The contracts were made about the 15th of September—some of them—and work begun under them.

Q. And the authority under which you let those contracts of the 15th of September was the authority conferred by this \$500,000 appropriation ?—A. Yes, sir; it was dedicated to the carrying out of any improvements that might be necessary. It was passed with that view.

Q. The contracts amounted to \$500,000 themselves ?—A. No, sir; the contracts at that time only amounted, as you will see by turning to the record, to \$264,144.24. That was the amount of the contracts let on the 15th of September, under the act of the legislature, approved August 11, 1871.

By Mr. STANTON :

Q. In the testimony of John Collins, on page 1013, I find it stated, "I was awarded a contract for paving N street and also Thirteenth street—a portion of Thirteenth street, in which Mr. Murtagh claimed he had some interest." Were you aware, at the time of awarding the contract, that Mr. Murtagh had obtained any interest ?—A. I was not. Mr. Murtagh had a building that he was putting up at the corner of Thirteenth street and Pennsylvania avenue, and asked me to give the work to Mr. Collins. I was anxious to get it done. I gave it to him.

Q. Mr. Collins had been a resident here for a great many years, and a contractor ?—A. Yes, sir; and a very efficient contractor, as I have before stated. He was one of the most efficient ones that we have ever had.

Q. Inquiries were put to you concerning sales of real estate in which a consideration—put in whole in one case, and in part in another—consisted of certificates of the board. Was it for any purpose of speculating in securities of that kind that they were accepted by you ?—A. None whatever. It was a very disadvantageous proposition for me to entertain. But the question was put directly to me, whether I would take District securities for certain property which I held, and I said I would, after thinking the matter over for a few minutes, at the price fixed upon the property long anterior to the date at which it took place.

By Mr. BASS :

Q. I confess, governor, I do not fully understand this matter of appropriations, and yet, perhaps, it is owing to my dullness.

The WITNESS. No, I do not think that is the case.

Q. This provision of the organic act, if I understand it, contemplates that the board of public works shall not incur any debt against the District until an appropriation shall have been made. Now, your auditor's certificates indicate that you have done over \$18,000,000 worth of work ?—A. Yes, sir.

Q. Which, of course, is a debt against the District. I cannot find,

where there has been any such amounts of appropriations as \$18,000,000, upon which the board of public works was authorized to issue certificates of indebtedness against the District.—A. On page 428 of this investigation there is in detail all the appropriations made. Judge Wilson raised the question about some of these appropriations. Of course, I am not a lawyer, and am not able to discuss that matter; but that is what we acted on.

Q. That last item, the \$5,217,000, is an assessment?—A. Yes, sir; that is, the organic act made a part of the appropriation, as I understand it. The law says that we shall assess one-third of the cost upon property bordering, and that, it strikes me, is an appropriation. It is treated so by the legislative assembly and by Congress in the organic act. We have always so treated it, and made our reports to Congress based on that, and it has never been questioned.

Q. That one-third of the cost should be assessed? Then you expected to derive your money—two thirds of the money—from other sources; from appropriations either made by Congress or the legislative assembly, and the one-third from the property-holders?—A. Yes, sir.

Q. And you regard that third as an appropriation for this particular purpose, to make these improvements?—A. It cannot be regarded in any other light. That is the way it strikes me.

Mr. BASS. It may be that is so. I wanted to get your view of it.

A. They all aggregate \$16,361,428.79. The auditor's certificates, however, exceed that sum two or three millions of dollars.

By Mr. WILSON:

Q. We have had some complaints before us, made by some laboring men, with reference to the non-payment of their wages by the board of public works. I would like to ask you if there is any considerable amount due from the board of public works to laboring men for work done directly for the board of public works?—A. Very little, sir, for work done for the board by laboring men. There are one or two cases. Mr. Adams, it appears, has not paid his men; and there is a case of a man by the name of Shiner, an old contractor—a colored man—who didn't pay his laborers; but so far as the board of public works is concerned, the amount due to laboring men is very slight. They owe their employes and clerks a good deal, but the amount due laborers is quite small.

Q. Can you form any estimate of what it is?—A. I can give you the exact amount.

Q. I do not care for that particularly.—A. I will furnish you with an exact statement of it if you desire.

Q. Well, sir, you may.—A. The amount, up to the date of rendering my answer; if you will turn to page 463, the total amount due employes and laborers at that time was \$120,707.92; that included all the employes of the board.

Q. Is there any money now in the treasury of the board of public works?—A. No, sir.

Q. Or in the treasury of the District of Columbia?—A. There is some \$9,000 in the treasury of the District of Columbia. We paid on the 1st of this month, May—we paid some \$40,000 on interest, and have a little more to pay.

Q. The reason I call your attention is this: There is \$5,000 of the board of public works to the credit of this city-hall fund. It occurs to the committee if there could be any way to provide for these laboring men it would be well to do it. The committee has been given special

directions by the House to inquire into this matter of the Metropolitan police fund: why it is the police have not been paid. Have you any statement to make on this subject?—A. I put in a statement in the beginning of this controversy, which showed that they had been paid all that had been received.

Q. If that is already in, I do not care about pressing it.

Mr. MERRICK. That matter was inquired about immediately after we concluded the inquiry about the school-fund.

Governor SHERHERD. I put the official statement in: that amount had been paid as far as collected. I think you will find it on page 45.

[Mr. Christy presents the letter of Mr. Chase regarding the value of wooden pavements, price, &c., and also other documents relating to the same subject, which are taken into consideration by the committee. Mr. Christy presents the following statement relative to the police fund, which being objected to by Mr. Stanton on the ground that it was not verified in any way, the chairman said that it might go into the record and be printed, being taken for what it is worth. If the committee found it inaccurate on examination, they would of course give it no consideration. Mr. Merrick stated that it was presented as an aid to the committee, it being a paper of reference more than anything else.]

#### METROPOLITAN POLICE FUND.

*Comptroller's report, April, 1873. Tax-levy year ending, June 30, 1872.*

	Collected to June 30, 1872, page 222.	
Page 222.—For Washington, 20 150 .....	\$121,872 07	\$105,667 56
For Georgetown, 20 95 .....	12,072 87	16,136 25
For county, 15-55 .....	9,750 00	8,462 75
	143,694 94	131,266 56

#### Tax-levy for the year ending June 30, 1873:

224.—For Washington, 15-150 .....	\$109,320 57
For Georgetown, 15 150 .....	9,949 74
For county, 10 100 .....	8,624 05

Total levy..... 127,493 35

Of these two levies Collector Chapman (testimony page 22) says  
that there were no arrears of the whole levy of 1872 .. 802 14  
And of the levy of 1873 .. 29,574 89

Total arrears February 1, 1874 .....	291,801 30
For which five hundred certificates had been issued: page 69 of answers certificates issued as follows, charged as cash:	
For tax-levy 1871-72 .....	\$1,343 62
For tax-levy 1872-73 .....	260,417 04

Total certificates realized .. 361,760 66  
That is to make up \$291,801.30 of taxes in arrears for the levy of 1872-73. They  
are certificates to the amount of \$41,633.66, and are on hand on Feb. 1, 1874.  
The total of \$41,633.66 of same certificates, and Collector Chapman (p. 22) says  
that of this \$291,801.30, there is no charge against which it is not proper to dis-  
count; and it does not appear that any allowance has been made for the dis-  
count allowed on payment of taxes.

Assuming that these certificates paid the arrears of taxes for these two years,  
there has been available for police purposes as follows:

Tax-levy of 1872 .....	\$146,665 54
Tax-levy of 1873 .....	127,493 35
Total .....	274,158 89

And the expenditures have been as follows to December 31, 1873:

#### Governor's answer.

Page 78.—For Washington, to June 30, 1872 .....	\$121,754 28
For Washington to June 30, 1873 .....	9,949 44
79.—For Georgetown, to June 30, 1872 .....	13,594 13
For Georgetown to June 30, 1873 .....	7,644 55



*Metropolitan-police fund—Continued.*Collected to  
June 30, 1872.  
page 324.

Page 80.—For county to June 30, 1872 .....	86,948 54
For county to June 30, 1873 .....	3,924 64
Total expenditures .....	219,256 78
Balance unexpended .....	54,902 11
71.—Tax-levy of 1874, collections to December 31, 1873, Washington .....	35,186 45
72.—Tax-levy of 1874, collections to December 31, 1873, Georgetown .....	2,973 54
73.—Tax-levy of 1874, collections to December 31, 1873, county .....	3,037 42
Total collections .....	41,197 41
Expenditures to December 31, 1873 :	
78.—For Washington .....	21,392 56
79.—For Georgetown .....	2,339 09
80.—For county .....	1,570 56
Total expenditures .....	25,292 21
Balance of collections to December 31, 1873 .....	15,995 20
Add former balance .....	54,902 11
Total to credit of fund .....	70,897 31
In the answer the receipts from the tax-levy for the year ending June 30, 1872, are given as follows to December 31, 1873 :	
Page 71, collections for Washington .....	\$105,667 56
Page 72, collections for Georgetown .....	10,136 25
Page 23, collections for county .....	8,462 75
Total collections, levy of 1872 .....	\$124,266 56
By the comptroller's report of April, 1873, page 222, this is the precise amount given as collected to June 30, 1872, and on page 25 he states that from June 30 to December 31, 1872, there was collected, of the levy of 1872, \$40,384.50; and of this \$5,155.36 belonged to the police-fund, making the total collections on that fund for 1872, to December 31, 1872, \$129,421.92.	
According to the answer the collections for police-fund of the levy of 1872 were, for the whole District, to December 31, 1873 .....	
And the expenditures .....	\$24,266 56
Excess of expenditures over collections .....	142,293 95
On the levy of 1873 the collections were .....	18,027 39
And the expenditures .....	89,780 45
Excess of collections .....	76,962 83
Add collections of levy of 1872, from June 30 to December 31, 1872 .....	12,817 62
	5,155 36
	17,972 98
Excess of expenditures over collections for two years .....	54 41
Balance unexpended levy of 1874, December 31, 1873 .....	15,995 20
Balance to credit of fund on this statement .....	15,940 79

Compare Mr. Baker's testimony, page 6, and Mr. Clephane's, page 25, as to issue of certificates, with Baker's testimony, page 31, and his account of certificates sold, page 69 of answer.

Having sold \$331,760.66 of certificates to cover \$291,801.30 of taxes, a large portion of which were not properly assessed, Mr. B. says the school-fund (and of course the police-fund) derived no benefit, because a balance of \$229,000 of certificates has not been sold. If there was an overissue of \$40,000 December 31, 1873, why should they propose to issue \$229,000 more?

Of this \$331,760.66, about 10 per cent. belonged to the police-fund, which would make above balance about \$49,000.

Mr. Stanton announces that the defense has closed its testimony with the exception of supplying certain documentary proof, called for by the board. Thereupon the committee adjourned until 11 o'clock to-morrow morning.

TUESDAY, May 12, 1874.

The committee met at 11 o'clock a. m., pursuant to adjournment.

The journal of yesterday's proceedings was read and approved.

The CHAIRMAN. It was the intention of the committee to take the testimony of Mr. J. Blickensderfer, jr., this morning, but on consultation with him we find there are one or two matters that he desires to examine a little further. We will, therefore, postpone his examination until to-morrow morning.

As the testimony on the part of the memorialists and the District government is practically closed, the question presents itself as to the course counsel may desire to pursue with reference to argument.

The committee have considered the question somewhat in advance, perhaps, of any suggestion of counsel, and have directed me to say that if counsel desire they will receive written arguments, which the committee will subsequently have printed.

The memorialists will first present their argument, furnishing counsel on the other side with copies, and then, when counsel for the District government have had a reasonable time to examine the same, they can furnish a written argument in reply, to which the counsel for the memorialists can respond if they desire.

Counsel on both sides expressed satisfaction with the arrangements suggested.

The chairman announcing that the committee would now adjourn to their private room for the purpose of conducting the examination into the safe-burglary—

Mr. HARRINGTON said: I would like to say to the committee that, so far as I am concerned, if my feelings are to be consulted at all in the matter, I should prefer the examination of the safe-burglary should be public. Of course it is entirely with the committee to say whether they will have the examination public or not.

COLUMBUS ALEXANDER. So far as I am concerned, I am perfectly willing that the examination be public.

The CHAIRMAN. The committee, in its discretion, will make public whatever testimony may be taken.

Mr. HARRINGTON. Before the committee retires I should like to make another inquiry. No charges have been presented to the committee, and this whole matter rests in vague allegations, as they have been circulated in the newspapers through the country. I desire to ask gentlemen on the other side whether they avow or disavow the charges which have been thus publicly made?

Mr. CHRISTY. There have been no charges made.

Mr. HARRINGTON. I only desire to know if the gentlemen indorse the vague statements that have been published.

Mr. CHRISTY. No charges have been made on our part.

Mr. JEWETT. The committee, Mr. Harrington, is acting simply under a resolution of Congress. No charges have been made by any person.

Mr. HARRINGTON. I so understand; but if these gentlemen believe these charges, I want to know if they will assume the responsibility—

Mr. WILSON. I think you will see, Mr. Harrington, the obvious impropriety, if you reflect a moment, of calling on these gentlemen to make any avowal or disavowal, because I presume there is no member of the committee or any member of the community who has not heard this burglary charged upon both parties to this investigation. The gentlemen on the other side, therefore, might very well call upon you to make an avowal or disavowal.

Mr. HARRINGTON. I could disavow it, and that no one of counsel for

the District or any member of the District government has made such charges—but I believe upon the other side charges have been made and a systematic and concerted plan has been entered upon by which these statements should be spread throughout the country.

The CHAIRMAN. We don't understand that there are any charges made by any one.

Mr. CHRISTY. If the committee are going to allow statements of this character to be made we certainly desire at once to confront them. I think they are thoughtlessly made, and certainly indiscreet.

The CHAIRMAN. I think that we have now had disclosed sufficient to show that it is wise to have this testimony taken in a quiet way, and therefore the committee will retire to an adjoining room and conduct the examination in private.

The committee then adjourned its public session till to-morrow at 10 o'clock, and retired to their private rooms.

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THURSDAY, *May 14, 1874.*

Committee met pursuant to adjournment.

The journal of yesterday was read and approved.

J. BLICKENSDECKER, Jr., sworn.

By the CHAIRMAN:

Question. Please state your occupation.—Answer. I am a civil engineer by profession. I have been engaged in the business of a civil engineer for over thirty years on the public works of Ohio in different capacities, and on railroad work in various places through the country. I have been employed by the United States on various occasions in connection with the Pacific Railroads, and some other works. I was employed by the United States Government in connection with the Pacific Railroad in 1867, 1868, and 1869, and afterward in regard to some work near West Point a year or two later; I do not remember exactly.

Q. In what capacity?—A. As an engineer. I was a member of the board of public works of Ohio for eight years. In addition to that, I was employed by the State as engineer on her public works. I was at one time president of the board.

Q. Will you state whether or not you have been engaged in making measurements in this city, and examination of work?—A. Yes, sir; at the request of the committee.

Q. Will you state what work you have examined in this city?—A. I have looked at considerable. I have more especially examined P street circle, Scott Square, Rawlins Square, Maryland avenue, New Hampshire avenue, Virginia avenue, and some work on G street; some about the Patent-Office, the Post-Office, and some on Second street.

Q. These places you have named you have examined with particularity, have you not?—A. Yes, sir.

Q. Now, will you state in connection with your examination whether you have looked at the estimates and vouchers of the work performed by the board of public works on these avenues?—A. I have.

By Mr. JEWETT:

Q. Have you examined their contracts?—A. I have not examined the contracts themselves. I have merely looked at a general form of contract.



Q. Have you taken all the means which you could take under the circumstances to test the accuracy of your measurements and estimates?—A. I think I have. I have endeavored so to do, at all events.

Q. So far as there were profiles and cross-sections, have you availed yourself of them to test the accuracy of the estimates heretofore made, upon which payments were based?—A. I did.

Q. Where there were none such, did you avail yourself of the best information you could get from the contour of the surrounding country and from the information of the engineers?—A. I did so, I believe, in all the cases; perhaps in some cases I might have merely examined the ground without direct reference to the engineers at the time.

Q. You availed yourself, then, of all the appliances within your reach to form a correct opinion as to the work done by this city government upon these various avenues and circles?—A. I have, I believe.

Q. You have made calculations and deduced results from those measurements, have you not?—A. I have.

Q. Will you take them up in such order as you may think best, and explain to the committee the results of your examination, and how far those results coincide, and how far they differ from estimates made by the board of public works?—A. I will first give you the general results, and then, if anything further is desired, suggest, if you please, by inquiry. I will say that in the examinations I have made I have found that in some instances where I could examine certain portions of work pretty readily, such as pavements, sidewalks, curbing, and things of that kind, that were visible and could be seen, those instances did not afford a good opportunity to test the correctness of amount of grading that was done on these particular works. So that in some cases I measured the pavements, and those things which were visible on particular works and not the grading. On others I measured the grading, without paying particular attention to the pavement, because I thought I had better opportunity to test the grading at other places than I had at some of these where the pavement was measured. The first work that I examined was P-street circle. I measured everything that I could see in connection with it, except the grading. I did not find any data there—or could not find any which was satisfactory to me—upon which to base an estimate of the grading. Although I made a very rough one, it was unsatisfactory, and I have not included it in my results. The other items of P-street circle I have in this way.

I have a statement here showing the results as I found them in one column, and those that I obtained from the reports in the governor's answer, being those that have been obtained by Mr. Samo in measuring for the Government, in the other column—one right opposite to the other. I have given you my results, and you can compare with the others.

[The Witness then read the following statement:]

#### P-STREET CIRCLE.

	Blickensderfer	Samo
Asphalt carriage way.....	11,696 yards.	13,338 yards.
Wood carriage way.....	116 do.	— do.
Asphalt sidewalks.....	1,837 do.	— do.
Brick sidewalks.....	116 do.	391 do.
Flag sidewalks.....	21,195 feet.	20,291 feet.
Curbing, straight.....	2,694 do.	2,673 do.
Curbing, circular.....	927 do.	1,535 do.

It is, perhaps, proper for me to say in regard to this curbing that I have estimated the curbing around the circle as straight curbing, whereas Mr. Samo estimated it as circular curbing.

By MR. JEWETT:

Q. Will you just state, then, why you estimate it as straight?—A. I estimated it as straight simply because it is dressed straight. It has none of the elements of circular curbing. It is merely straight pieces of curbing laid one after the other as nearly as may be in a circle, and as I conceived the additional value of the thing consisted in the dressing of it, and as it did not receive that dressing, I did not so estimate it.

[The witness resumed the reading as follows:]

	Blackensderfer.	Samo.
Sewer.....	1,083 yards.	511 yards.
Parking.....	136 do.	109 do.
Grading.....	—	10,562 do.

I should perhaps say, in reference to the brick sidewalks, I have less than half that he has; that I did not estimate any sidewalks on the north side of Massachusetts avenue, adjacent to Senator Stewart's property, as I found none laid there. It has been said to me that that brick pavement was laid, and was afterward taken up, and probably was lying at the time that this measurement was made by Mr. Samo; but as I did not find it there, I did not measure it. This is all I have of P-street circle.

By MR. THURMAN:

Q. Had there been some grading done at P-street circle?—A. Yes, sir.

Q. For what reason was it you were unable to calculate that grading? Was it for want of profiles?—A. Yes, sir.

Q. Who was with you to furnish you with whatever data the District government has to show in regard to the amount of work that had been done?—A. Mr. Oertly and Mr. Forsyth at the time.

Q. Did they present to you any profiles?—A. No, sir.

Q. Nor any bench-marks nor anything of that sort?—A. No, sir.

Q. They had nothing, so far as you could discover, in their possession from which to tell the original contour of the ground?—A. I asked Mr. Forsyth whether he had any profiles or cross-sections of the work, and he said he had not. And all I could find by inquiry afterward at the office of the board of public works was a profile of Massachusetts avenue from the circle westward, and of New Hampshire avenue from the circle southward. But they commenced at the circle, and, although the profile of Massachusetts avenue covered a part of this work for which grading was estimated originally, yet it was simply a center-line profile over it, which I did not like to rely upon for determining quantities.

Q. Have you before you there the amount of grading which is estimated for for P-street circle?—A. Yes, sir; 10,562 yards is what Colonel Samo makes it.

MR. MATTINGLY. He said he approximated it.

THE WITNESS. I was just going to say that it might be proper for me to say that the calculations that I made from the heights of the ground as they appeared around the outskirts of the work made it about 10,000 yards—nearly what he made it here. I do not know but what there were a few yards more. I thought that there probably was no great difference in the true amount, though probably this statement was not far from the truth.

Q. State to the committee whether you and Colonel Samo agreed as to the basis as to what should be measured constituting P-street circle.—A. Mr. Samo was with me upon the work, and I had him point out to me exactly what he had included within his measurements.

Q. You measured the same things?—A. Yes, sir, with one exception.

That is this: that in running the curbing back from the circle on the streets that lead away from it, I understood him to say that he had measured the curbing in all cases down to the end of the granite curb that had been set there, whereas I only measured it as far as the building-line of the adjacent property, a little less than he did.

Mr. STANTON. And also with the exception of brick pavement adjoining Senator Stewart's?

The WITNESS. I explained before: I measured none because I found none. Whether he did or not I do not know. I do not recollect whether he explained that to me.

By Mr. STEWART:

Q. Have you got the aggregate of the charge? In some cases you overrun, and some you fell short. How does the aggregate run of P-street circle?—A. Yes, sir; I made a statement of it in dollars. I carried out the quantities that I found, at the same rates that I had found charged in the governor's answer for similar work by Mr. Samo, and adopting Mr. Samo's quantity for the grading, I made it \$74,789.97, but I made another statement here that I should explain—the limits that had been adopted by Colonel Samo in making his measurements, when carried across the streets adjacent to the Government reservation that lies right by the P-street circle, which quantities were carried in these amounts, or appear in here. The limits that he adopted in going across the streets, it seemed to me, were scarcely correct, and in order that there might be a comparison, I made a statement of the difference that would exist in the quantities supposing that my method of considering the intersections was adopted. It is simply this: It is a little difficult to explain without a diagram.

[Witness prepares a diagram, and explains fully to the committee.]

The WITNESS. That amounts in this case to \$1,011.49, adopting the same prices that had been charged before.

By Mr. STEWART:

Q. Then, adopting the same basis that he adopted, what is the difference in the result?—A. I did not calculate the difference. I gave the result a moment ago.

By Mr. MATTINGLY:

Q. It would add that thousand dollars to that amount?—A. Yes, sir.

By Mr. STEWART:

Q. It would make about \$5,000 difference?—A. It would make \$1,751 if you deduct that, and it would make \$3,750 if you did not deduct that.

Q. If you adopt his theory, the difference between your estimates would be about \$3,000?—A. Yes, sir; \$3,750.

Q. Your basis was \$1,000 more?—A. Yes, sir.

By Mr. STANTON:

Q. Can you tell what is the difference in charge for the brick pavement—the additional amount of brick pavement?

Mr. WILSON. Mr. Stanton, that is a mere matter of calculation; it is \$1 a yard, as appears all through the report.

The WITNESS. What the difference in quantity would be, I do not know, for I did not measure it.

By Mr. WILSON:

Q. I wish you would state whether that case which you have given, which you have illustrated by your diagram, is about an average for



those you have seen about the city in point of size. You say that the difference there would be about \$1,000?—A. I think it is a little less than the average. I think that it was a case where the streets were rather narrower than the average, and the quantities were not in all cases complete. There was some pavement that was not in that, that would have been deducted if it had been completed.

Q. If your theory as to the manner in which this should be measured should be the correct one, and the committee should take them as the basis upon which to make a calculation as to all such places, would the result arrived at be under or above the aggregate amount as to the whole city?

The WITNESS. You mean, if this quantity that is here determined should be taken as an average?

Mr. WILSON. Yes. If we take that as an average, would that be above or below the amount in getting at an aggregate—making a computation as to all such places in the city?—A. I do not think you would vary greatly from the truth, but it would probably be a little below the fact. I have some other cases in my other measurements—some other cases of this kind occur, which will show other amounts.

Q. Did you make any examination to ascertain if there was a difference between you and Mr. Samo as to the amount of sewer there? Did you make any examination to ascertain whether any sewer had been put in there since Mr. Samo made his measurements?—A. I am not very positive, but I think I did make an inquiry of the engineers, and my impression is that they said that there had been some built since, but I am not certain about that.

Mr. MATTINGLY. I think you are mistaken about that.

The WITNESS. Well, I may be.

Mr. MATTINGLY. The pavements were all laid and the sewer was out of sight.

The WITNESS. I cannot say how that is.

Mr. MATTINGLY. You are mistaken about that.

The WITNESS. I only give it as an impression.

The WITNESS. Scott Square was the next point I examined.

[Witness then read as follows:]

*Scott Square.*

	Blickensderfer.	Samo.
Asphalt carriage-way.....	7,612 yards.	7,415 yards.
Wood carriage-way.....	2,221 yards.	3,083 yards.
Brick sidewalk.....	4,000 yards.	4,112 yards.
Asphalt sidewalk.....	65 yards.	
Parking.....	1,869 yards.	2,160 yards.
Curbing.....	3,669 feet.	3,695 feet.
Sewer.....	1,402 feet.	1,866 feet.
Iron fence.....	803 feet.	594 feet.
Grading.....	not estimated.	4,500 feet.

In the curbing there was no distinction made between circular and straight curbing; I make the total amount \$45,732.75. He makes it \$49,042.90.

By Mr. THURMAN:

Q. Is that exclusive of grading?—A. That includes grading, and I assume his grading in quantity in making up my amount. There were two squares or two intersections of the kind I have illustrated by diagram, to be deducted there on that assumption that they should come out. Those amount, one to \$1,424, and one to \$2,678.46; total, \$4,102.46.

By Mr. STEWART:

Q. Including those, how does it stand?—A. Including those, the difference is, \$2,310 and a few cents; excluding those it is \$7,412.

By Mr. THURMAN:

Q. Why didn't you estimate the grading there?—A. I could not find any data there that was satisfactory to me to base anything upon.

Q. They furnished you no cross sections or profiles?

The CHAIRMAN. Pass to the next point.

The WITNESS. The next point I measured was Rawlins Square. I should probably say, before I proceed to that, that this was a point where there was a large error made in the first measurement by Colonel Sano, which is corrected, as you will remember, in the governor's report. So I applied to him for his final quantities on that square, which do not appear in the governor's report. He furnished me with them, and those are the ones which I have entered here.

Mr. THURMAN. On which was the payment made by the governor? Was it made on the revised estimate?

Mr. MATTINGLY. On the first estimate in the first instance, and that was afterward corrected from the Treasury Department.

Mr. THURMAN. The amount covered in?

Mr. MATTINGLY. Yes, covered in.

Mr. STANTON. The United States Government got the benefit of the correction.

Mr. HUBBELL. That matter was all explained by the governor.

The WITNESS. The measurements at Rawlins Square are as follows:

<i>Rawlins Square.</i>		
	Blickensberfer.	Sano.
Asphalt carriage-way.....	3,211 yards.	3,163 yards.
Cobblestone carriage-way.....	3,098 yards.	2,908 yards.
Wood carriage-way.....	.....	97 yards.
Brick sidewalk.....	3,555 yards.	3,347 yards.
Asphalt sidewalk.....	44 yards.	35 yards.
Curbing, straight.....	2,845 feet.	2,922 feet.
Curbing, circular.....	59 feet.	18 feet.
Parking.....	1,172 yards.	1,117 yards.
Sewers.....	994 feet.	729 feet.
Wood fences.....	674 feet.	.....
Grading.....	.....	5,436 yards.

By the CHAIRMAN:

Q. Why did not you estimate the grading?—A. For the same reason that I could not estimate it at Scott Square. There was no data that I thought was such that I would like to base an estimate upon.

Q. Now state the comparative cost.—A. I make the cost of it, with my quantities, \$22,210.31. As stated in the governor's report, after making the correction, it is \$22,363.70. Colonel Sano makes it, as I understood him to say, \$22,371.95. I did not go over his figures.

By Mr. THURMAN:

Q. What was it before the correction was made?—A. It was some \$14,000 more. I do not remember exactly—some \$26,000.

By Mr. MATTINGLY:

Q. How do you account for the fact that his estimate is more than yours, when every item that you measured is less than his, with one exception, and that a very small one?—A. That I cannot say without looking at it. I have got my figures here.

Mr. MATTINGLY. He has 97 yards of wood pavement, and you have none, and street-curbings he has 2,932 where you have 2,845. Those are the only two cases where he has more than you, and the difference is very small.

The WITNESS. My sum is smaller than his.

Q. Now your aggregate in dollars is less than his, but your aggregate in amounts, it appears to me, is larger than his; that is the reason I do not understand the difference.—A. He has more street-curbings than I have. I have not analyzed that to see, because I carried out my quantities, and I thought correctly. I am perfectly willing to have them examined.

The CHAIRMAN. Mr. Mattingly, after it is printed you can see.

The WITNESS. I was going to say, there was in this case two of those intersections, counting that I calculated. One of them has but little work done upon it, the other is completed. One amounts to \$340.95, and the other to \$12,073.21.

By Mr. STEWART:

Q. What is the comparison counting those in?—A. Counting them in, I make the quantity 21,043 and some cents less than he does. Counting them out I make it 1,760 less than he does. It is possible, Mr. Mattingly, I may have made some error in extending these things.

Mr. MATTINGLY. I should think it very likely.

The WITNESS. If you had called my attention on yesterday to this I should have gone over these figures again.

Mr. MATTINGLY. If I had known it yesterday I certainly would have done so.

The WITNESS. These are all the measurements I made of carriage-ways, sidewalks, and pavements, and matters of this kind that are visible, with one or two slight exceptions that will appear as I go on. I desired to get some points, if I could, where I could determine the quantity of grading and institute a comparison, and I therefore next turned my attention to these points and selected somewhere. I did not pay any attention to the carriage-way, of any consequence at least, and simply devoted myself to the grading.

The CHAIRMAN. Take up those cases, if you please, now.

The WITNESS. One of the first of those that I undertook was New Hampshire avenue. Do you wish me simply to read my results, as I did before?

The CHAIRMAN. Yes, in your own way.

The WITNESS. In measuring New Hampshire avenue I made the amount of embankment 67,654 yards, and the excavation 64,858 yards; the two together, 132,512 yards. In this is included 23,279 yards between H and Ninth streets, near the lower end of the avenue, which was taken up by the contractor who did the work on Virginia avenue and hauled into the Virginia-avenue embankment, and paid for, with a slight exception that will appear hereafter, as Virginia-avenue work, leaving 109,233 yards for New Hampshire avenue, counting excavation and embankment both. The charge against the Government, and in the governor's Answer, is 149,484 yards, the difference being 40,251 yards, if you take excavation and embankment both. Of the work on New Hampshire avenue, by referring to the vouchers, there was allowed to the contractors on filling, to Mr. Hulse, 446 yards of rock at \$1 a yard; 13,144 yards of grading at 31 cents; 13,580 yards of haul at 9 cents, amounting altogether to \$5,622.44. To Mr. Filbert, 8,990 yards of grading at 31 cents, and 17,019 yards of haul at 16½ cents, amounting in



the aggregate to \$5,462.58. To Mr. Murray, 29,385 yards of grading at 30 cents, and 29,385 yards of haul at 31 $\frac{1}{4}$  cents, amounting to \$17,998.31—aggregate, \$29,083.29 paid to the contractors; but to this must be added \$4,500 that was charged to this avenue out of payments made to Mr. Vandenberg, who did the work on Virginia avenue. I suppose, because he took a portion of the earth out of New Hampshire avenue when he hauled it down to Virginia avenue—of course I do not know the reason—making, with that addition, total payments of \$33,583.29 to contractors for work on New Hampshire avenue. The charge to the United States Government is 149,484 yards of grading at 40 cents; two-thirds of it, I should say, amounting to \$39,864.40, being \$6,281.11 over the total payments to contractors.

Q. Then the payments to contractors included the whole; the charge to the Government was only for two-thirds?—A. Yes, sir.

Q. Then he should take two-thirds of what was paid to contractors and compare that with what was charged to the Government?—A. I have made a statement of that kind just following here. I have made an additional statement. I find that the contractors in several cases have been actually overpaid. They have been paid for larger quantities of earth-work on this avenue than they actually performed, or than I can find by measurement, and so I have made a statement of that, which comes next. The correct allowances to the contractors, as I think, to Hulse, 466 yards rock grading, at \$1; 8,971 yards of grading, instead of what I read before; 13,000 yards, at 30 cents; 9,437 yards of haul, at 9 cents; amounting to \$4,006.63. The actual payment to Hulse, \$5,622.44; Hulse overpaid, \$1,615.81. To Murray the correct amount should be, 29,800 yards of grading, at 30 cents; 20,800 yards hauling, at 31 $\frac{1}{4}$ , making \$12,740, while the actual payment is \$17,998.31; overpayment, \$5,258.31. Then, I say, the correct charge against the Government would be the correct quantities repeated at the contractor's prices. I have it in detail, and I will read it if you desire.

The CHAIRMAN. You had better read it.

The WITNESS. 466 yards of rock, at \$1; 38,761 yards of grading, at 30 cents; 9,437 yards hauling, at 9 cents; 17,019 yards haul, at 16 $\frac{1}{4}$  cents; 20,800 yards, at 31 $\frac{1}{4}$ ; and the amount charged to this avenue that was made to Vandenberg, \$4,500; amounting to \$20,600.21, two-thirds of which is \$7,339.47. The actual charge against the Government, \$39,864.40; the excess, \$22,124.93. These are my results on New Hampshire avenue.

By Mr. JEWETT:

Q. What was the distance between the point of excavation and point of embankment?—A. I could only answer that by referring to the map. I do not know from recollection.

Q. In this calculation you gave the board of public works the benefit both of excavation and of embankment?—A. I don't know that I fully understand you.

Q. In this charge—this amount—was the contractor paid both for excavation and embankment?—A. No, sir; he was paid for excavation only.

Q. And haul?—A. Yes, sir; these payments to contractors are extracted from the vouchers that were furnished to me by the board of public works—simply their statement of the account.

Q. Just turn to the first part of this statement where you give the number of yards of excavations.

The WITNESS. The total excavation, including that which went on Virginia avenue, is 64,858 yards.

Q. What of embankment?—A. 67,654.

Q. Together, what do they make?—A. 132,512.

Q. When reduced to dollars, what does it make?—A. That depends upon what price you attach.

Q. In ascertaining the result, do you make no allowance for the embankment?—A. No, sir; except for the haul—the excavation and the haul. I take merely figures from the vouchers—what they paid to the contractors. I have made no other calculation.

Q. The length of the haul you cannot tell?—A. I could, but I don't know it now.

Q. Was there a profile of that avenue?—A. Yes, sir.

Q. Had you the benefit of these cross-sections?—A. Yes, sir. I should perhaps explain. I inquired for profiles or cross-sections, and I found they were in existence for the work on this avenue with several exceptions; that is to say, the work between P-street circle and the embankment at M street, the notes were complete; for the work between H and G streets, and for the embankments between Twenty-first street and Pennsylvania avenue, the notes were complete; but for the excavation between I and H streets there were no notes; and for the fill north of P-street circle there were no notes.

Q. Where the excavation was to be done on that street, was it simply the roadway, or did it extend from house to house, from building-line to building-line—New Hampshire avenue?—A. The excavation did not extend to the building-line.

Q. How was the profile and cross-sections?—A. It extended clear to the building-line.

Q. Did you then make calculation as to the work actually done?—A. I did.

Q. And not as to the amount included, taking a profile and cross-section, and calculating from that, and supposing it had all been done?—A. No, sir; the profiles, of course, and the cross-sections, properly speaking, give you the means of determining all that actually would be required to be done. That is not what I want to say. The cross-section would give you the means of determining the work that was done or could be done between the building-lines, and by an examination of the present condition of the cut and comparing it with the cross-sections, it would determine what had been done; that is what I did, which is not all taken out yet between the building-lines. I measured what was actually taken out.

By Mr. STEWART:

Q. In measuring these fills did you make any allowance for settling of the different materials?—A. No, sir, I did not. I assume that it was all filled. I measured it on the supposition that it was all—not any supposition, either; I measured it actually as it stood.

Q. Is it customary in measuring up work to measure it up when it is green, and in measuring it up when it is green do you make any allowance as to what it will be when it is settled?—A. It is my custom to make allowance when I measure it green. It will, when settled, be actually less than it now appears to be when it is measured green.

Q. So that when it is measured green you aim to get at what it will be after it is settled?—A. That depends upon what object I have in view when I measure. If I measure with the object of paying the contractor for work on the supposition that I am paying him in embankment, why

then his contract requires him to complete it as it will be when fully settled. Then if I make a partial payment during the progress of the work, while the work is green, I deduct from the appearance of it, from what it appears to be, in order to be safe, and not give him more than he is entitled to.

Q. What is commonly understood? Does it mean a contract for the filling when it is green, or a contract for a fill when it is settled? What is the ordinary mode of letting it? Do they generally put a clause in; or what is understood when no clause is put in?—A. The practice varies somewhat. I think the general practice is not to pay in embankment. It is to pay in excavation simply.

Q. But where you pay for embankment is it the practice——

Mr. THURMAN. There is no charge for embankment here.

Mr. STEWART. I wanted to know what this custom was for my own information.

Mr. THURMAN. There was no charge for embankment?

The WITNESS. No. The charge was for excavation and haul.

By the CHAIRMAN:

Q. Is there a charge to the Government for embankment?—A. Yes, sir; that is to say—— I cannot say, sir, whether the Government is charged for embankment or not, any more than this: that in making up their statement of yards they have included both the excavation and the embankment in that statement.

By Mr. BASS:

Q. And excluded the haul?—A. They have no charge for haul. They have taken in quantity the excavation and embankment both, and fixed the general price for the whole of it.

By Mr. STEWART:

Q. If there is a contract for so much embankment for a street or for a railroad, would that mean, according to the general usage as you understand it, that it should be embankment settled or embankment immediately after the work was done, to be measured then? What would be the usage among engineers if nothing was said in the contract about it? Is there any usage?—A. The usage is not as well settled in that respect as in some others, but I think it would be considered as requiring him to make the embankment complete for the purposes for which it was intended.

The CHAIRMAN. Right upon that point let me ask a question. What is the greatest height of embankment on that avenue?—A. It is about 17 or 18 feet. I cannot answer certainly.

Q. Was the earth excavated and carried into embankments as a matter of fact? The earth excavated upon one part of the avenue, was that hauled and thrown into embankments in another part of the avenue?—A. I cannot answer that.

Q. Nor do you know the distance from the excavation to the embankment. You didn't measure it?—A. I did not.

By Mr. MATTINGLY:

Q. The number as charged for embankment is more than excavation, is it not?—A. I cannot answer that off-hand.

Q. According to your paper?

Mr. STANTON. Yes; it is about three thousand.

The WITNESS. You use the word "charge."

Mr. MATTINGLY. The number of yards measured by you.



The WITNESS. If you ask me for the number of yards measured, that I can answer at once, "Yes."

By Mr. THURMAN:

Q. If you take out a cubic yard by excavation, it will make more than a cubic yard of green embankment?—A. No, sir; it will not make a yard of ordinary material. It will make less than a yard of embankment in ordinary material.

Q. I mean before it has settled—a green embankment. You take out a cubic yard of solid earth, and will not that make more than a cubic yard of green embankment?—A. No, sir; it will not make a yard, unless it is rock, sand, very dry gravel, or something of that kind, and very rarely in that, except rock.

Q. It will not be as solid in the embankment as it was in the original place in the earth?—A. I cannot answer that question; but I only know this fact, and I can call to your mind an illustration, probably. If you dig a hole in an ordinary field, where there is tillable land, say two feet square and three feet deep, and throw the earth out and then shovel it back again, the earth will not fill the hole.

Mr. MATTINGLY. Mr. Samo has just told me that, in laying a 36-inch main, after the pipe is laid, if you throw back the earth it will not be sufficient to fill up the cavity.

Mr. THURMAN. I know that is one of the curiosities of this thing.

The WITNESS. That is one of those things that happens in nature. In regard to rock—that is, broken-up stone or something very nearly approaching to rock that is broken up—it will more than fill again. It will increase, and, in some cases, the rock will make nearly two to one.

Mr. THURMAN. That is because of the interstices?

The WITNESS. Yes; I suppose so.

The CHAIRMAN. What would be the amount of additional fill required in embankment of that character?

The WITNESS. To provide for settlement?

Q. Yes. Such material as you found there; of course, much depends upon the character of the under soil?—A. Not much; not generally.

Q. What would be the ordinary additional fill required after six months? What I wish to get at is this, whether there is any material additional fill required after a settlement, say of six months, on an embankment of that character.—A. It depends much upon the material and the character of the weather in the intervening time.

Q. You say material?—A. Take that material. If there has been much wet weather during that time it will probably have settled down two-thirds of the settling during that time, and not more than that; there will still be something required, and I should think it depends, too, upon how it is constructed. If it is laid with carts and driven over, it will settle less than otherwise. If that embankment was built with carts, it probably, after being freshly completed, would settle from one-eighth to one-tenth of its height, and I think perhaps two-thirds of that would be done the first six months, if there was much wet weather; if dry, very little would go down.

Q. Go on with the next.

Mr. MATTINGLY. Before he leaves this New Hampshire avenue I would like to have the witness state whether he included the work that had been done in the filling over Sloss Run sewer; you got your cross-section from Mr. Barney?—A. Yes, sir.

Q. Do you know whether these cross-sections were used after a portion of the work had been done?—A. Yes, sir.

Q. Have you included this in your statement?—A. Mr. Barney advised me of that fact, and thereupon I asked Mr. Barney to give me an estimate of the amount of filling that had been done over that sewer, as near as he could get at it from such information as he had in his possession before he took his cross-sections that he furnished me, and I included that in my statement.

By Mr. WILSON:

Q. That is already taken into the account?—A. Yes, sir.

Mr. THURMAN. Proceed to the next point.

The WITNESS. Another place that I measured was Virginia avenue. I suppose it is not necessary to give them to you in the order I made the measurements. Upon this avenue I was furnished with complete notes showing the profile and cross-sections of the entire avenue. I examined them and examined the reductions, as I did upon New Hampshire avenue, and my results are based upon the information obtained from these notes chiefly. The grading, including the reservations at the intersection of G and Twenty-fifth streets, and the quantity taken from the limits of New Hampshire avenue, between H and G streets, I made 102,657 yards. There was allowed to the contractor 103,600. There was charged to the Government 104,000 yards. The amounts credited to the contractors were 10,600 yards of old hard gravel, at 40 cents, 93,000 yards of earth at 30 cents, 103,600 yards haul at 34 cents, amounting to \$57,364, the amount charged to New Hampshire avenue and debited to this Virginia avenue \$4,500, leaving \$62,864 as debited—I mean credited to Virginia avenue, \$62,864 as debited to that avenue. There was charged the United States Government 104,000 yards of grading, at 40 cents, and 104,000 yards of haul at 36 cents, making \$79,040, two-thirds of which is \$52,693.33. The correct charge to the United States Government would be two-thirds of the amount credited to the contractors—that is, two-thirds of \$62,864, being \$41,999.33. The overcharge to the Government \$10,784.

By the CHAIRMAN:

Q. That is on the assumption that the Government would pay what the board of public works had paid?—A. I have assumed that all the way through—the same rule.

By Mr. THURMAN:

Q. Have you anything more to say in regard to that avenue?—A. Nothing now; I will refer to it again when I state to you what I did on G street, which intersects the avenue. On G street, between Twenty-fourth and Twenty-sixth, the grading—upon this street I was furnished with complete notes showing profile and cross-sections throughout. I may say that in all cases where I was furnished with these notes I took them—not only the cross-sections and the profile, but the original note books, and went upon the ground with an instrument and an assistant, and examined them, whenever I could find points that would afford a comparison to enable me to test the probable accuracy of these works. I became so well satisfied with them that I thought they might be received, and upon that based my calculations.

The grading I make 12,402 yards. There was allowed to the contractor 16,239 yards. There was charged to the United States Government 33,809 yards; overallowance to the contractor, 38,037 yards; overcharge to the Government, 21,407 yards.

Now, the statement in dollars of payments to the contractors is 1,843 yards of rock-excavation, at \$1; 2,638 yards of hard gravel, at 40 cents;

11,758 yards of earth, at 30 cents; 16,239 yards of haul, at 15 cents; making \$8,861.45. There was a charge to the Government, 33,809 yards of grading, at 40 cents; 33,809 yards of haul, at 36 cents, making \$25,694.84, five-sixths of which, owing to the reservations lying opposite to it, was \$21,412.36; the excess of grading, \$12,550.91. In this work there is, besides the overcharge on grading, an additional overcharge on sewer, the Government being charged with 2,066 linear feet sewer, whereas there are 730 feet on the work. This excess of 1,336 linear feet, at \$4.70, would be \$6,279.20, five-sixths of which would be \$5,132.67; making the total overcharge to the Government of \$17,683.58.

In ascertaining the quantity on G street and on Virginia avenue, I calculated up the notes and cross-sections that were furnished to me. I make very little difference in the total reductions between those that were made by the engineers.

I did not in all instances make the entire calculations, but I made enough to satisfy me of their credibility, and received them; but generally I went through so much of it that I did not think there was any doubt in regard to it; but I find that where G street and Virginia avenue intersected each other—I have a little map of it here—as I said, I found the reductions and the total quantities tally very well with what I made them; but I found between where G street and Virginia avenue intersected, one man having the contract for the work on Virginia avenue and another one for the work on G street, that both contractors had been paid the full quantity of the notes, so that that quantity—within the intersections—had been duplicated; and I have allowed the quantity to the avenue and taken it out of the G-street work, because I have generally taken the course that the avenue, the whole length, should be allowed for.

By Mr. MATTINGLY:

Q. Does that account for the discrepancy you stated a few moments ago?—A. That is the discrepancy.

Q. Who were those contractors?—A. Mr. Vandenberg was the contractor for the avenue, and Mr. Zug was the original contractor for G street, but failed, as I understood, and Mr. Fletcher succeeded him and completed the work. That explains this difference in the number of yards, for it is just 38,037 yards, or within a fraction of it—overpayment.

By Mr. WILSON:

Q. That is the overpayment to the contractors?—A. Yes, sir; the overallowance to the contractors. I cannot say here which did the work first, but it is an overpayment to the man who did it last, I suppose.

By the CHAIRMAN:

Q. The Government paid for both, I suppose, also?—A. Yes, sir.

The WITNESS. Another place I examined was Maryland avenue. I had notes of this entire avenue furnished me. I examined them in the same way, and then calculated the results. I make the grading, as allowed to the contractors, 221,268 yards. The amount charged to the Government is 257,785 yards, the difference being 36,507 yards. The allowance to the contractors in dollars is as follows: There were two contractors on that avenue; one had one portion, and another had another portion. Gleason, 159,022 yards of grading, at 30 cents; 4,235 yards of haul, at  $1\frac{1}{2}$  cents; 4,889 yards of haul, at  $5\frac{1}{2}$  cents; 130,000 yards of haul, at 9 cents; 19,898 yards of haul, at  $22\frac{1}{2}$  cents; and 3,177 yards of rock-excavation, at 70 cents. I should say this 3,177 yards of



rock is part of the 159,000 yards of grading, and they paid for it as grading at 30 cents, and the price for rock being \$1, they only paid him here the difference, 70 cents, making altogether \$66,139.97. To Murphy, the other contractor, 11,222 yards of grading, at 40 cents; 48,024 yards, at 30 cents; 24,320 yards of haul, at 5 cents; 37,926 yards of haul, at 9 cents; making \$24,725.34, and the two together, \$91,165.31. The charge against the Government was 238,643 yards of grading, at 40 cents; 238,643 yards of haul, at 15 cents; 688 yards of grading, at 30 cents; 12,244 yards of grading, at 30 cents—I beg pardon, I got a little ahead of my story—238,643 yards of grading, at 40 cents; 238,643 yards of haul, at 15 cents, of which two-thirds of it was charged to the Government, being in the avenues. Then there was work about Stanton Place, that lies in the avenue, where there was 638 yards, at 30 cents, of which five sixths was charged to the Government; 12,244 yards, at 30 cents, of which all was charged to the Government, being within the square, and 3,173 yards of rock, as I stated before, 70 cents, two-thirds of which went to the Government, making altogether \$92,830.23; the excess in charge to the Government over the total cost of the avenue, \$1,664.92. The correct charge to the Government on the basis of the board would be two-thirds of the payments to Gleason; two-thirds of the payments to Murphy for work on the avenue; five-sixths of the payments to Murphy for work outside of Stanton Place, and all the payments to Murphy for work inside of Stanton Place, amounting to \$62,909.77. The actual charge, \$92,830.23; the excess, \$29,920.46. That completes Maryland avenue.

By Mr. MATTINGLY:

Q. On that, were you informed that old work had been done there which was charged to the Government?—A. I was told there was old work done.

Q. Have you included that in your statement?—A. No, sir; I have not included that.

Q. You did not measure it?—A. No, sir; I had no means of measuring it.

By Mr. STANTON:

Q. Did the cross-sections indicate a depression?—A. They did.

Q. As though work had formerly been done there?—A. Yes, sir.

By the CHAIRMAN:

Q. Does that complete your measurement?—A. On the avenue—no, I measured one or two other places. I made some examinations around the Patent Office and Post Office, for which work I was also furnished with notes and cross sections, and examined them in the same way on the ground. The amount of grading on F street, between Fifth and Seventh, I made 8,689 yards; on the same street, between Seventh and Ninth streets, 11,377 yards—total, 20,066 yards. This work was paid to the contractor by days' work account. He had men, as I understand it, employed and kept their time, and brought in the account, or what it was for doing the work. It included, I understand, lowering the water-main or gas-main, and adjustment of the fixtures of the pipes—I don't know exactly what. I didn't get a full statement of it; but taking the days' work, it amounted by the vouchers to \$11,330.86, which, if there was no allowance made for lowering these mains, would amount to \$2.06 per cubic yard for the earth removed. On Seventh street, between E and G, I likewise measured the grading, 12,150 yards; it was paid in the same way, amounting to \$26,137.91, or \$2.15 per square yard.

Q. For excavation?—A. Yes, sir; it was allowed in days'-work account; but that is, dividing the amount by the number of the yards, it would produce that result without making any allowance for the lowering of mains or anything of that kind. This is all I did in that neighborhood. I likewise examined Second street northwest, between Pennsylvania avenue and Eighth street. I had no profiles furnished me for this work. I could find no notes of any kind in existence. The only method I had of determining the quantity was to go along the street and make my own notes the best way I could. I did it for the purpose of making the attempt, at all events, and you have the result and can give it such credit as you please. I tried to find the marks, on the side of the buildings, of the original pavement, to see how much ground had been cut down, and then I examined the ground on both sides beyond the work, in the lots and beyond the building-line. In some places it had evidently been filled, and in others it had been cut down, and in at least one case I found a telegraph-pole standing in the path with a mark on it where the earth had evidently been cut down. From notes of that kind, and from what information I could get from some gentlemen who were with me, I determined the quantity as well as I could. There has been no excavation done south of Indiana avenue. The pavement across Indiana avenue remains—the old pavement; it is not disturbed; and below that, south of N, it is all filled; so that I have examined simply the cutting from Indiana avenue north to H street. I make the quantity 9,106 yards. There was allowed to the contractor 24,333 yards; over-allowance, if I am correct, 15,227 yards, or an over-payment to the contractor. He was paid 45 cents a yard—49 cents for excavation and 5 cents for haul, or \$6,852.15.

Q. Who was the contractor there?—A. Follansbee. This is all that I have looked at and brought to a final conclusion. I have looked at some other places, but in the first place I found my time very much occupied, and in the next place I could not always find notes or data of a character sufficient to enable me to get at anything that seemed satisfactory, and I did not pursue them. I will just say this in regard to Second street, that I should have said perhaps while I was upon the subject. There is an allowance to the contractor, 24,333 yards. If you will take the entire length of Second street, from Indiana avenue to the north side of H street, and the entire breadth from building-line to building-line, including the whole limits within which this work was done, it would have to be excavated for the entire length and the entire breadth, 3 feet 3 inches, in order to make this quantity of yards that is allowed to the contractors. I think there is abundant evidence, at least, to show that it is impossible that it could have been excavated to that depth.

By the CHAIRMAN:

Q. Who was the engineer?—A. I don't know under whose direction the work was done, but the certificate to Mr. Follansbee is signed, I believe, by Mr. Forsyth. I have it here somewhere, [producing the certificate.] I find it is signed by Mr. Forsyth, assistant engineer, and R. C. Phillips, engineer of the board of public works, in charge.

By Mr. STEWART:

Q. Have you the certificate of the engineer doing the work that you have been over? Whose work was New Hampshire avenue? Who was the engineer on New Hampshire avenue?—A. I will have to refer to it. I think they were partly—indeed I don't recollect, but partly certified to by Mr. Forsyth and partly by Mr. Phillips. I think the Hulse work

was—indeed I remember now the work for Hulse was certified to by Mr. Forsyth, and the work for Murray by Mr. Barney.

Q. How was it on Virginia avenue?—A. That is by Mr. Barney, and on G street the same I believe.

By MR. STANTON:

Q. Who gave you information respecting the original contour of the ground on Second street?—A. Mr. Henry S. Davis.

MR. MATTINGLY. On Second street, your statement as to the quantity—is that merely an excavation?—A. That is all.

Q. It does not include any embankment or filling?—A. No, sir.

Q. It is between Indiana avenue and H street?—A. Yes, sir.

Q. Did you examine Second street between Pennsylvania avenue and Indiana avenue?—A. I walked over it. I didn't give it as close examination as the other part.

Q. Did you notice their hauling brick there? You have not included that in your statement.—A. No, sir.

Q. This statement of Mr. Forsyth is from Pennsylvania avenue to H street?—A. I suppose it is.

Q. I want to get at what you did.—A. I understood, however, that they paid for excavation and haul simply, and that certificate so says. It does not say excavation: it says grading and hauling, I believe.

The CHAIRMAN. (to Mr. Mattingly.) You asked a question in regard to Virginia avenue, whether the witness took into account any old work.

MR. MATTINGLY. Maryland avenue, there is a difference of 25,000 yards.

The CHAIRMAN. I should like to understand. It is claimed that the act of Congress making appropriation, provides for the payment of old work when that old work is replaced by new work.

MR. MATTINGLY. Not replaced; it is additional work.

The CHAIRMAN. Was it the intention of the act of Congress to pay for any old work done under the former government of the District unless that old work remains? Do you get my idea? Here the old government had graded a street and paved it. Now the new government take that pavement up and they use the grade and lay a new pavement; is it your understanding that the act of Congress intended to pay for a part of the expense of the old grading and the old pavement which was taken up.

MR. MATTINGLY. That is not applicable to this case of Maryland avenue. In Maryland avenue, as I understand it, there had been filling there done by the old corporation.

MR. STANTON. That excavation was done by the old corporation.

MR. THURMAN. The benefit remains under the new improvement.

MR. STANTON. It was increased.

MR. THURMAN. I only wanted to know what was your interpretation of the law.

MR. MATTINGLY. The law was to re-imburse the old corporation. Our understanding of the act was, that it was to re-imburse the board for work done by the old corporation.

MR. THURMAN. Whether that work contributed to the existing work or not?

MR. MATTINGLY. I think so. The work that was done was regarded as beneficial at the time.

MR. STANTON. In this particular case the United States got the bene-



fit of what was done, and retains the benefit of what was done by the old corporation.

MR. THURMAN. Let me put a case by way of illustration. Suppose that street had been paved on the natural ground without any excavation at all, or any material excavation; had been graded and paved, and needed no grading of any consequence, and, under the new system of improvements, it was necessary to excavate that three feet, and it is excavated three feet, and the old pavement torn up, and a new pavement laid. Is it your understanding that the act of Congress was intended to pay for the old pavement which was entirely thrown away?

MR. STANTON. I am not aware that any such case has occurred. I have not examined the act to ascertain what would be the proper construction of it.

MR. MATTINGLY. Colonel Samo informs me that the construction put upon it in a case of that sort was that it was only the labor of taking it up.

MR. THURMAN. That would be part of the new work—the labor of taking it up; it would be a part of the improvement as much as any other excavation. But I understand it is only claimed that where the old work was subsidiary to the existing work there, the Government would not pay for it.

MR. STANTON. That was the case with reference to Maryland avenue.

By MR. WILSON:

Q. Did you see any evidences of rock-excavation at any place where you have examined?—A. None except bowlders—a large amount of bowlders occasionally would occur—appear to be present.

Q. Is that what you call rock-excavation?—A. I do not know what constitutes the items of rock-excavation as I find them in here, but if you were to address the question to me, I would say that everything that is too large to be removed with reasonable ease without being blasted or broken up, is considered rock.

Q. Did you see any evidence of anything of that kind in the places where you were?—A. I did.

Q. Where?—A. I saw bowlders of that kind deposited in the work beyond P-street circle on New Hampshire avenue. If I recollect aright, I believe that is the place.

Q. Is that one of the places where rock-excavation is charged for?—A. There is rock-excavation charged for in New Hampshire avenue—in part of it.

Q. In any place else?—A. There was rock-excavation charged in Maryland avenue.

Q. Did you see any evidence of rock-excavation there?—A. I saw no pieces of rock nor anything of the kind; yet it is not unlikely. The character of material may be such that occasionally you will find such a bowlder in it, although there was not much gravel appearing in Maryland avenue anywhere, and you only find those in alluvial formation of that kind.

Q. Did you find any differences in the matter of haul? How had they made up charges against the Government—the charges for the grading and the hauling in separate items?—A. In some cases they had; I believe they had in all cases, except New Hampshire avenue.

Q. Do the charges for grading and hauling correspond to the charges on which payments were made to contractors?—A. You mean as to price?

Q. Yes, sir.—A. No, sir; they do not.

Q. What are the differences, and where are the differences to be found?—A. I read them all off, but they are usually larger to the Government by about 10 cents in excavation, and from 5 cents to, I cannot say how much, in the haul; I do not remember exactly. I can refer to it, however. On G street the haul is 21 cents higher in charge to the Government than is paid to the contractor; and excavation—on a large portion of it—the price on three-fourths of the excavation, or about that, is 10 cents a yard higher than paid to the contractor.

Q. If you have in your notes or mind any other case where such discrepancies occur, I would like to have you state them.—A. On Maryland avenue the haul paid to the contractor varies from  $1\frac{1}{2}$  cents to  $22\frac{1}{2}$  cents, but by far the largest part of it—three-fourths of it—is charged at 9 cents, and to the Government it is all charged at 15 cents.

By Mr. THURMAN:

Q. The haul?—A. Yes, sir. You understand that I do not mean to say that the Government is charged 15 cents, but in making up the amount it is calculated at 15 cents, and then a proportional part of it is charged to the Government, two-thirds or five-sixths, whatever it may be.

The committee here took a recess until 2 o'clock p. m.

The committee re-assembled at 3 o'clock p. m.

Examination of Mr. BLICKENSDERFER continued.

By Mr. JEWETT:

Q. In your statement of the amount chargeable to the Government for work which you have examined, have you made any allowance to the District for engineering?—A. No, sir; I have not.

Q. Should there be an allowance made to the District for the expense of engineering, superintending, &c.?—A. I think something should be allowed over what is properly paid to the contractors to cover that and other general expenses.

Q. What would you regard as a reasonable allowance?—A. Well, I think, in work of this kind, 5 per cent. would be a good allowance—plenty.

Q. You think 5 per cent. would be a good allowance for work of this kind?—A. Yes, sir.

Q. What would be a reasonable allowance?—A. It depends somewhat upon the actual condition of things; I think where work is so compacted as it is about a city, where you are not obliged to travel very far, that even something less than 5 per cent. would answer, yet I would have no objection to an allowance of 5 per cent.; probably 3 per cent. would cover it in most cases.

Q. In addition to the work that you have tested, which you have explained this morning, have you examined generally other work in the city?—A. Some other work; not a large amount of it.

Q. Have you applied to the engineers for information touching any other work?—A. Yes, sir; some other.

Q. What engineers have you talked with on the subject?—A. I made my formal application to Mr. Cass, the engineer of the board, and he referred me to Mr. Barney frequently; I have had conversations with those two. I have likewise conversed with Mr. Forsyth and some with Mr. Oertley.

Q. Have they exhibited to you from time to time notes of any kind in reference to work?—A. Yes, sir; they have exhibited the notes of

this earth-work that I examined to-day, as I explained before, and of some additional work.

Q. Have they explained to you the steps taken by them to ascertain the quantity and character of the work done from time to time to any extent?—A. I do not recollect that they made any very specific explanation, because I supposed there was but really one method, and that was by going on to the ground with an instrument and taking such notes as would enable one to make a section of it and profile.

Q. From your knowledge of work of the character done here and as an engineer, did you find anywhere evidence of the proper steps having been taken before the work was commenced?—A. Yes, sir; in those cases, on portions of New Hampshire avenue and on Virginia avenue and G street, and about the Post-Office, there was every indication about the notes that they had been properly taken before the work was commenced.

Q. How as to the balance of the work that you talked with them about?—A. No, sir; I do not recollect any other case in which notes were furnished to me that seemed to me to be of the right character as taken before the work was commenced, but I was informed by them when asking for this kind of information and notes that upon a great deal of the work they did not have any cross-sections or any notes taken—that it was commenced, and a great deal of it executed, before they had any information that the contractor was at work, or before they could take the notes; that they were very much hurried frequently, and frequently they did not know anything about it until ground was broken and a great deal of the work performed.

Q. Is there any other way to keep accurately an account of work done, settle questions of quantities, than of a profile and cross-sections previous to its commencement?—A. I think no other way. Indeed, I would not have any idea of any other way excepting that you refer to earthwork.

Mr. JEWETT. Yes.

The WITNESS. Yes, sir.

Q. If done in any other way it must be by mere estimate or conjecture?—A. I can see no other way after the work is commenced or partially executed.

Q. Did you find, so far as your examination extended, any instance in which the measurements were accurate?—A. I have had no reason to doubt the accuracy of the measurements, as I stated before, for earth-work on portions of New Hampshire avenue, and on Virginia avenue, and on G street, and about the Post-Office; I refer to the measurements as furnished to me in the notes from the engineer's office.

Q. What proportion of the whole work in the city did you examine?—A. It is hard for me to tell; but I do not suppose I examined 5 per cent. of it.

Q. Had you occasion to examine their accounts, vouchers, estimates, and settlements to any extent?—A. Yes, sir; I examined the estimates and vouchers in connection with the work that I was examining; not beyond that.

Q. Were they generally made up on any system, or were they mixed so as to leave the result in doubt?—A. Well, there seemed to be system about it; I cannot say that there was any want of system; but I observed this, that when asking for the final voucher, or voucher of final payment on a contract, I did not always obtain what I supposed I did by asking for that which was the aggregate of all payments for work done under that contract, or by that contractor, but that there



were what were termed "extra bills," which were for additional work, or sometimes part of the work, which it seemed to me belonged to that contract, but was not contained in the final voucher.

Q. Did Mr. Samo make any explanation to you about the mistake in the measurements on New Hampshire avenue?—A. When I first arrived at my results on the avenue and found that they varied very much from the statement in the governor's answer, I requested, or at least I asked, Mr. Samo whether he could explain or tell me wherein the difference consisted. He then said that he had no doubt his notes and entries that he had made in his books would show exactly how he had estimated it. I asked him whether he would have any objections to furnishing me with an extract, or just a statement extracted from his books, showing as nearly as he could the details of the items, rather exhibiting the points at which the different quantities occurred, so that I could make a closer comparison than by having merely the gross quantity. He furnished me with that statement.

Q. Did you go with Mr. Samo, then, upon the ground?—A. I did upon most of it; not over the entire avenue.

Q. Did you point to him wherein his statement did not correspond with the facts?—A. I did.

Q. Did he make any answer to that?—A. Yes, sir; he stated that in one instance the differences he supposed might be reconciled from the fact that he had represented certain quantities between certain streets, whereas, in point of fact, they were between certain other streets; and then, I think, in one or two other cases he thought probably that he had included some old work that was done there before the board of public works had begun to work, and in one or two other cases he did not seem to be able to say exactly how it happened.

Q. Have you had any conference with General Babcock?—A. I called upon General Babcock to ask whether he had explanations in reference to any of these things.

Q. Did you give to General Babcock and Mr. Samo, or any one, the opportunity to explain any mistake that you found to exist?—A. Yes, sir; I believe I did; at least I showed both of them the results that I had arrived at, and I believe explained in every instance the quantities that I had obtained, unless it was in the case of the sewer on G street, which I only discovered yesterday, and I have not communicated with either of them since, except that I mentioned it to Colonel Samo here to-day, after the examination this morning.

Q. Was it or not suggested to you by members of the committee to give to General Babcock and Mr. Samo, and the other engineers of the board, opportunities to explain before you testified?—A. It was; or it was at least assented to by them when perhaps suggested by myself, or in conversation on the subject.

By Mr. WILSON:

Q. Did you notice anything in regard to this Haduell matter in connection with New Hampshire avenue; I believe you spoke of Haduell in connection with New Hampshire avenue?—A. I intended to have said this morning in my examination of New Hampshire avenue that I had included in the statement of payments to contractors upon that avenue all the work that I found, except that contained in a certain voucher purporting to be for payments made to Mr. Haduell, which I did not include. (The witness produces a paper.) This is it. I may say that generally, and New Hampshire avenue among the rest, when I arrived at my quantities I applied for the vouchers in order to determine the payments

that had been made to the contractors, and asked for everything that had been paid for upon the avenue, so that I could get at the aggregate of the whole of it. I was furnished with this voucher of payment to Mr. Hudnell, amounting to \$4,726.85, in which there are 2,883 yards of grading, and purports to be on New Hampshire avenue, between Sixteenth street west and the boundary. I did not allow it simply because I could not find it there; I did not make a statement of it because I could not find it. It may belong somewhere else; that I do not know.

Q. This seems to be certified to by Mr. Forsyth?—A. The names are on it there—Forsyth and Green. I may say that I applied to Mr. Barney for information in reference to this and he could not give me any. I remarked that there was grading done on the avenue or the crossing of Fifteenth and the crossing of Sixteenth streets; that is to say, Sixteenth street has been graded across the avenue; Fifteenth street has been graded partially across the avenue, but it was new work undoubtedly, and I asked him whether that work was this work: "No, sir," says he, "it is not; that is a different matter entirely, and I cannot give you any explanation about this."

Q. You have had considerable experience as an engineer; state to the committee your opinion as to the manner in which this engineering has been done in this city.—A. Well, I should say that I think a good deal of it has not been done at all.

Q. I should like to have the benefit of your opinion from your investigations here.—A. I think, sir, that, so far as I am able to judge, especially in reference to the earth-work—I cannot say so much in regard to the balance of it—it has been what I should say loosely done; not done with that degree of care and attention to securing the data upon which you can base your results and the calculations of your quantities—the determination of the facts which you want for the purpose of settling with the contractors and those in interest; not that care devoted to the determination of that which I think the work, or any work, deserves.

Q. If contractors were put to work upon streets before the engineer and before the engineering department had an opportunity to make their necessary data, would it be possible for them to get at accurate results?—A. In regard to grading I think it would be very difficult, sir, next to impossible; in regard to matters that appear when the work is done, such as pavement and curbing, I do not think there would be any difficulty.

Q. Have you made an examination of a reservation or space at the intersection of O street, Twentieth street, and New Hampshire avenue?—A. I have.

Q. Have you your calculations made in regard to them?—A. I have them nearly made up, but they are not completed, and I did not refer to them this morning on that account.

By Mr. JEWETT:

Q. Where earth-work is commenced without profiles and without cross-sections, is there not great room for fraud as between the contractors and the engineers, and almost beyond the power of the detection of the employer?—A. I think the room for fraud depends—well, yes, there is room, because the means of accurately determining the quantities are gone; they are not to be found. Yes, in that respect there is.

Q. Well, as a chief engineer, which you have been a great many years, if you had found a subordinate permitting contractors to go on with their work, making excavations and fills previous to his taking a measurement of the ground and making his profiles and cross-sections

with his calculations, would you keep him?—A. I do not think I would allow him to try me more than twice upon that subject, sir. I am not sure that I have definitely answered your question.

Q. Well, make it definite, if you please.—A. I should certainly not keep him at all if I found him doing it a second time, after being reprimanded the first, and I could only excuse such a thing as having been done at all by his being a young man inexperienced, or some exceptional reason—of illness, or something of that kind.

Q. Suppose, instead of his being a young man and inexperienced, you would find him an old man of twenty or twenty-five years' experience, how would you excuse him then, or could you excuse him?—A. I cannot say how I would excuse him; that would depend upon circumstances. If there was any excuse, I cannot see what it would be; it must be something that I cannot think of.

Q. Suppose you would find with the same engineer errors in all these calculations, and those errors always against the employer, what would be your conclusion as to that engineer?—A. My conclusion would be that I had better get rid of him right away.

By Mr. Bass :

Q. Was this earth-work that you examined selected as simply earth-work of that which had been done in the city, or was it because your attention was directed to those particular places as being places as to which there was criticism?—A. My attention was directed to some of them, and to some of them I believe not; but I selected them out of those that I directed my attention to, chiefly because upon them I seemed to be able to get data that would lead me to a definite or accurate result—better data for bringing out an accurate result than those I found in any other case.

Q. So that there were some that you selected yourself for the purpose of testing the accuracy of the work?—A. Well, yes, sir, I can hardly recollect on that subject. I may say that I have had my attention called to a great many things, and I can hardly tell which ones, and to which ones it has not been directed, and it may be that they have every one been suggested to me. Besides that, however, I looked around to see where I could find something that would lead me to a definite result—something that I could rely upon, and I selected these in that way.

JAMES A. MAGRUDER recalled.

By Mr. Wilson :

Question. Handing the witness a paper. Look at this paper and see whether that paper, or one of the same character, was posted up on the doors of the offices of the board of public works.—Answer. I do not recollect, sir. I think it very likely it was so. Mr. Johnson can tell you.

Q. Please read it.—A.

BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA,  
Washington, September 27, 1873.

*Ordered.* That hereafter no clerk or employe shall give any information or allow any official paper to any person not connected with the board, unless by special direction from this office, under penalty of summary dismissal.

By order of the President,

CHAS. S. JOHNSON, Secretary.

Q. Did the board make such an order as that?—A. I do not know; I suppose you will find it upon the journal if it is so.



Q. Did you see such a paper as that posted up on the doors of the office?—A. I did not to my knowledge. I may possibly have seen it. I cannot recollect that I did.

CHARLES S. JOHNSON sworn and examined.

By Mr. WILSON:

Question. Was that order made by the board of public works?—Answer. It was done by order of the vice-president, Mr. Willard.

Q. Was it an order of the board, or simply an order of the vice-president?—A. The order of the vice-president.

Q. Was this notice posted up on the doors of the board of public works?—A. It was posted up about the building, I believe.

JAMES A. MAGRUDER took the stand.

By Mr. WILSON:

Question. Was your attention ever directed to the act of June 25, 1873, which I hand to you, containing the appropriations for raising and underpinning houses and raising the market-house?—Answer. Yes, sir; I have noticed that act.

Q. Did you receive the bonds that are provided for in that act—that were issued pursuant to that?—A. I think so, sir. Yes, sir. I received those bonds, and charged them to myself as treasurer.

Q. You seem to have charged yourself with these bonds on the 27th of August, 1873, amounting to \$790,000?—A. Yes, sir.

Q. What did you do with those bonds?—A. I paid them out for the obligations of the board.

Q. What kind of obligations?—A. Any that came along.

Q. Anything that came along?—A. Yes, sir.

Q. Are you enabled to show to the committee to whom you paid those bonds?—A. No, sir.

Q. Can you not give the name of any person to whom you paid those bonds?—A. I can give the names of half a dozen or a dozen, probably.

Q. I would like to have the names of such persons as you paid those bonds to.—A. Well, sir, when I paid them my clerk was not there. I put the certificates in an envelope and marked on them what they were paid for. When he came I gave him those things to charge them all up. Whether I have any of those memoranda retained or not, I can not say now. I can tell when I go to the office. It may be possible some of them are there.

Q. I have here some vouchers, one for underpinning houses on Bridge street, Georgetown, D. C., certificates, \$7,000, issued on the 18th of February, 1873, to Samuel Strong; another for \$5,000, issued March 17, 1873, to Samuel Strong; another for \$7,000 on the 5th of April, 1873, for the same thing, on the same account; another on the 14th of May, 1873, for \$17,344, on the same account; another on the 18th of June, 1873, for \$4,000, on the same account; another July 2, 1873, for \$5,000, on the same account; another on the 19th of July, 1873, for \$6,000, on the same account; another on the 16th of August, 1873, for \$1,583, on the same account; another on the 16th of August, 1873, for \$10,000, same account; another on the 22d of August, 1873, for \$394, same account; another on the 22d of August, 1873, for \$616.83, same account; another on the 17th of September, 1873, for \$4,872.88, same account; another for \$2,938.25, on the 26th of September, 1873, same account; another on the 16th of October, 1873,

for \$15,000, same account; another on the 17th of October, 1873, for \$300, same account; another for \$1,400, 7th of January, 1874, same account; and another for \$225 on the 7th of January, 1874, same account. These vouchers all seem to have been for underpinning houses, and issued to Samuel Strong. Did you pay any of those bonds to Samuel Strong on account of this work?—A. Not that I know of; I do not think that he ever asked for any of them.

Q. Why did you not do it?—A. Because he did not ask for them. Samuel Strong had made an arrangement with a party, Dodge and Darneille, or Darneille and Barber, to give them his certificates. They came to me frequently to get them cashed. I did settle with them for a great many of them. Samuel Strong afterward came to me and told me not to pay any of his vouchers to anybody without his consent.

Q. Did you pay any of these bonds to any persons on account of Samuel Strong?—A. I do not know. That I cannot tell you.

Q. Had Mr. Strong hypothecated these certificates with these parties for loans of money?—A. I do not know whether he had those or not; he had some.

Q. For underpinning houses?—A. I do not know what for. They told me that they had a power of attorney to draw all his.

Q. And they applied to you?—A. They applied to me for some payments.

Q. Did they apply to you for payments of those bonds on account of this?—A. No, sir.

Q. And you paid none of these bonds to them?—A. I do not know; I may have.

Q. Have you any means of knowing whether you paid any of these bonds to them?—A. No, I could not, without asking them.

Q. Have you been a member of the board of public works since its organization?—A. Yes, sir.

Q. Were you aware of the contract made with Mr. Strong for the underpinning of these houses?—A. I knew he was doing the work.

Q. This contract seems to bear date the 19th of October, 1872: these certificates, I presume, were issued on account of that contract; am I correct about that?—A. I suppose so.

Q. This act, to which I called your attention a moment ago, makes an appropriation of \$150,000 for raising and underpinning houses, and another appropriation of \$24,984.83 for raising and underpinning the Georgetown market-house; and the same section contains this proviso: "That the money hereby appropriated shall be paid out by the treasurer of the District of Columbia upon warrants drawn by the governor and comptroller of the said District;" and the second section provides "that, to enable the governor to pay the above appropriations, he is hereby authorized to issue bonds of the District of Columbia bearing interest at the rate of 7 per centum per annum, not to exceed the sum of \$550,000, which shall be sold by the governor, the proceeds thereof to be used for the purposes above specified, and for no other purposes whatsoever." I want to know upon what authority you used these bonds for other purposes than are specified in this act.—A. Well, I do not know that I ever noticed, or my attention was called to, that part of the law. The treasurer of the District [U. S.] turned the bonds over to me. I paid them out to anybody that came for them, while I had them.

Q. Then, is it not the fact that you have used those bonds for the purpose of paying the obligations of the board of public works, without applying them to the payment of these certificates that were issued on ac-

count of work which is specified there?—A. We have done a good deal more in the way of raising houses than what Strong did, and settled for it; and I do not know whether it amounts to as much as those bonds amounted to or not.

Q. Did you take any pains to ascertain?—A. No, I did not.

Q. Did you pay any attention to that provision of that act?—A. I did not; and I do not think my attention was ever called to that provision of the act before.

Q. You have been handling a great deal of money, sir.—A. I have, and I have accounted for it all.

Q. I am not calling that in question now, but I wanted to know the manner in which you have been proceeding in this matter.—A. Well, sir, whenever I had anything at all, as a man came there with an obligation of the board of public works, I paid it with the best thing I had. If I had money, I paid the money; if I had anything else that he was willing to take, and thought was a better security than our auditor's paper, and he could use it better, I gave it. Our effort was to get the work done, and help it along.

Q. Who has had contracts for underpinning houses besides Mr. Strong?—A. Messrs. Hollingsworth & Coughlan.

Q. Where are they from?—A. They come from Chicago.

Q. Have they been paid?—A. I think they have been settled with.

Q. Have they been paid either in these bonds or otherwise?—A. I think so, sir; I know they have been paid a good deal. I do not know whether they have been settled with in full.

Q. Do you know what their work amounted to?—A. I do not.

Q. If you have any other explanation to give of this than you have already given, I would be glad to have you make it, because I want to give you the fullest opportunity to explain.—A. I have no other explanation, except to say that matter was not called to my attention, and that I have paid these things out for obligations of the board of public works whenever parties came who were willing to take them. I do not think those certificates have ever been presented to me. I know, as I stated before, that in this matter of Dodge & Barber, or Dodge & Darneille, I forget which it was, that Mr. Strong came to me and requested me not to pay any more certificates in that case. He wrote me a letter to that effect, and said that they had broken their obligation to him to furnish him money at legal interest, and that they wanted now to take his certificates and sell them at just what they pleased, and that he did not want that done; and since that letter of his, I have never paid any.

Q. Where is that letter?—A. I think it is down at the board.

By Mr. STANTON:

Q. I notice that the proviso of the first section is in these words: "*Provided*, That the money hereby appropriated shall be paid out by the treasurer of the District of Columbia, upon warrants drawn by the governor and comptroller of said District." Did these bonds come into the possession of the board of public works upon warrants drawn by the governor and comptroller of the District on the treasurer?—A. I think so.

Q. That is the way then they came into the possession of the board?—A. That is the way they came into my possession.

Q. And thus they came into possession of the board according to the terms of the law?—A. Yes, sir.

Mr. STANTON. Now, Mr. Chairman, I will call your attention to the fact that the purpose of this act, and of this appropriation, is to re-im-



burse the board of public works of the District of Columbia. Section second provides "that to enable the governor to pay the above appropriation, he is hereby authorized to issue bonds of the District of Columbia bearing interest at the rate of 7 per cent. per annum not to exceed the sum of \$530,000, which shall be sold by the governor and the proceeds thereof used for the purposes above specified and for no other purpose whatsoever." [To the witness:] Were those bonds turned over to you at par?—A. Yes, sir.

Q. And were paid out by you at par?—A. Yes, sir.

Mr. STANTON. The proceeding then seems to have been that the bonds were turned over according to the terms of the act, and for no other purpose whatever, and there is nothing in the provision of the act to prevent the board from using them in the same manner as they would any other resources of the board. They could use them in the same way as if the bonds had been sold at par and the money turned over to the board.

Mr. WILSON. I am not entering into an argument: I am trying to get the facts.

Mr. BASS. Does it appear that the board of public works did, in fact, pay for this work, or just issued its certificate?

By Mr. STANTON:

Q. That, I suppose, is in the same class of expenditures that was referred to by the governor the other day. The same act was referred to. These expenditures had already been made, in large part, had they not, Colonel Magruder?—A. Yes, sir.

Mr. STANTON. It was a re-imbursement for an expenditure already made by the board.

By Mr. WILSON, (to Mr. Magruder:)

Q. Had you paid for them?—A. That I cannot say.

Q. If Mr. Strong had his certificates you had not paid them?—A. Not if he has them now I have not of course, or he would not have them.

Mr. STANTON. If you will notice you will find no restriction upon the use of the bonds by the board of public works.

Mr. WILSON. I find it provided there that they shall be used for the purposes specified in that act and no other.

Mr. STANTON. Yes; and that purpose is the re-imbursement of the board of public works.

Mr. BASS. They could not be re-imbursed unless they had paid the money out of that work.

Mr. WILSON. Your certificate is no obligation—it is simply an evidence of indebtedness.

Mr. BASS. If you had merely given them the auditor's certificate for work done for raising houses, that was not a payment.

Mr. STANTON. It was an indebtedness incurred by the board, and the object of this act was to re-imburse the board. It provides that the warrant shall be drawn on the treasurer by the governor and the comptroller. That was done.

SAMUEL STRONG recalled.

By Mr. WILSON:

Question. Are you the man who had the contract for underpinning houses in Georgetown—raising and underpinning the market-house?—Answer. I underpinned the market-house and buildings in Georgetown.

Mr. Coughlin, from Chicago, raised the buildings. Hollingsworth & Coughlin did the raising, and I did the underpinning and carpenter-work and repairing all through the buildings.

Q. What did that work amount to that you did?—A. In the neighborhood of \$113,000.

Q. Did you get certificates?—A. Nothing but certificates.

Q. Did you ever get any pay?—A. Not a dollar in money, and not a bond; I have repeatedly asked for it, and I never could get it.

Q. To whom did you make application for the bonds?—A. I made application to the board.

Q. Did you ever apply to Mr. Magruder for bonds?—A. Yes, sir; and I have written letters and letters, and got my friends to go there and intercede for me to get money or bonds, and I never could get them.

MR. MAGRUDER, (to Mr. Strong.) When?

MR. STRONG. If you will look at your letters—I got Judge Cartter to go, and I got different men. I never appointed Darneille and Barber until after I had got about through that Georgetown work. I took this large contract out here, and I was obliged to have some help. I was about closed up in Georgetown on the work when they gave me this other contract, and that was to be paid in bonds. This was to be paid in money.

By Mr. WILSON:

Q. Referring to your contract, I find the stipulation is to pay or cause to be paid to said party of the second part, to his heirs, executors, or administrators, in lawful money of the United States, the amount which may be found from time to time due him according to the contract?—A. Yes, sir; that is it.

Q. You say they never have paid you any of that?—A. Not a cent, sir.

Q. If you have any explanation to make in regard to this Darneille matter, please make it.—A. Dodge, Darneille, and Barber, I appointed and gave a power of attorney. Mr. Totten drew the papers up; that was when I took this contract: I was cramped, and I could not get through. The certificates that I took from Mr. Magruder I had to hypothecate, and put my notes up and these certificates behind them.

Q. That is to say, you gave the certificates as collateral security for your notes?—A. Yes, sir; and I never could get bonds or money to redeem them, and I expect I have lost them—that is the amount of it. I can bring you, to-morrow, papers and copies of letters that I have written to them over and over again.

MR. WILSON. You can do so, sir. Bring them in to-morrow morning.

THE WITNESS. I went with Mr. Darneille and Mr. Barber, after I had appointed them my bankers here—I went there and begged for bonds. Other people got bonds, but I could not. When the appropriation was made I could not get a dollar.

By Mr. WILSON, (to Mr. Magruder:)

Q. Mr. Magruder, I would be glad to have you bring in, to-morrow, a statement of all the bonds issued, and to whom they were issued.

MR. MAGRUDER. You have a statement of all the bonds issued.

Q. I mean the persons to whom you paid them out.—A. I will give you what I can.

The committee here adjourned to 10 o'clock a. m. to-morrow.

FRIDAY, May 15, 1874.

The committee met at 10 a. m. in secret session, at the conclusion of which, Mr. WILSON said :

Question. Judge Fisher, [United States district attorney,] to avoid the necessity of further troubling you, I will ask you this question: Have you at any time had any interest in any contracts under the board of public works?—Answer. Not in the least.

Q. Do you know David Keppel?—A. Yes, sir.

Q. Are you interested with him in any contracts?—A. Not the least.

Q. What relations exist between you and him in regard to those contracts?—A. I was his indorser when he first got his contract; I loaned him some \$400 or \$500, and I think I let him have as much more afterward, though I do not know exactly how much. I believe I indorsed a note in the National Metropolitan Bank for him; I indorsed two others, I think, perhaps three others; and while I was his indorser, in order to make me secure, he authorized Mr. Magruder to pay me the money that I might apply it to those notes. I have had that much interest in his contract; that is all.

Q. That is all the connection you had with his contract?—A. Yes, sir.

Q. In what way did he pay you for the indorsement?—A. In no way at all.

Q. Is he a man of any means himself?

The WITNESS. Pay me for my indorsement; what do you mean by that?

Mr. WILSON. Pay you anything for the use of your name?

The WITNESS. A. No, sir.

Q. What amount, if any, did you retain out of the moneys that were paid to you by Magruder?—A. None, sir.

Q. Merely made application for these moneys for the discharge of those liabilities?—A. That is all, sir.

Q. You got no percentage or money out of these contracts either directly or indirectly?—A. No, sir.

2 O'CLOCK P. M.

The committee met in open session at 2 p. m.

Mr. GEORGE F. EDMUNDS, being duly sworn, testified as follows :

Mr. EDMUNDS. My attention has been called, Mr. Chairman, to certain testimony which has been given before your committee on and since the 6th of April, by Mr. R. B. Clark, and I believe by Mr. Magruder and Mr. Shepherd—I do not know whether there was any other—touching the subject of the so-called improvement of Massachusetts avenue between Fourteenth and Fifteenth streets, northwest, in which the relation of a little place I own on the north side of Massachusetts avenue and myself to the board of public works has been drawn in question, and for the sake of having the committee know the whole truth upon the subject I desire to make this statement:

I purchased the property where I now reside, it then being a vacant lot, some time in the year 1870, I think—certainly before the board of public works began any systems of improvement, or I think were even created. I purchased it upon inquiry, which entered into the price that I paid for the property, as to whether the grade of the streets in that vicinity had been established and fixed by law, it appearing that the property had already been cut down in front of the whole block about eight feet, I should say; and I was informed, and as I understand the



truth to be, that the grade had been fixed on that street and conformed to, the pavements and curbings laid, the gas, water, and sewer pipes laid as far west as where my land was. I think the water went further, but I do not know that the sewer went further west than my place—probably it went a little further. So that I purchased the property upon the truthful report that all the expenditures and assessments and other things touching the subject of the little place that I was to build had already been provided for and paid, and that left my house which I built something like 8 or 10 feet above the street and about 50 feet back from the street, on account of the whole property in the angle there having been disposed of by having a building-line run which began at Fourteenth street and went west, in front of which nobody could build; so I was compelled to build about 50 feet back from the street as it then stood, the sidewalk and everything finished, which was, of course, a very material consideration in reference to the price which I paid.

After the board of public works came to be established, and the subject of the improving the streets in Washington was brought forward, I heard that it was proposed to make some further cutting between Fourteenth, Fifteenth, and Sixteenth streets and Massachusetts avenue. I made inquiry as to the extent of that cutting and what the necessity for it was. I cannot now remember of what persons connected with the board of public works I made inquiry, but from some of them, and was told in the beginning that the most that they thought of was to take off something like three feet, and it was from the highest crest of the hill, which was, perhaps, two hundred feet west of my house, and about half way, perhaps, between Fourteenth and Fifteenth streets, for the purpose of diminishing the ascent from the west a little, making Mr. Corcoran's Louise Home, if that is the name of it, a little more conspicuous from Fourteenth street and the circle—a matter about which Mr. Corcoran had before spoken to me in respect to having a little shaving taken off from the hill west of me, and to which I had replied that while I had not the least objections myself—as, of course, it did not affect me at all—that I would not sign any petition or consent to any such thing unless all the others assented, because I did not want to be the instrument of doing them an injustice to the west when there was no public necessity for it, but a matter of mere taste; and that leads me to remember that it was certainly before the board of public works came into power that this was first spoken of. Then I made these inquiries of the board, and was told that three or four feet was the most that the street would be cut; and that was the object of it. I made the same remark then that I had before made to Mr. Corcoran himself, that, while it did not affect me at all, and I did not care anything about it, yet I would not be a party to any wrong upon the other gentlemen who owned property west of me; that I did not see any ground for it; that I would not be the means of subjecting these people west of me to very serious damage by so great a cut as that upon a mere question of taste.

The natural surface of the land slopes from Tenth street to the west until it comes out to Mr. Wilson's and Mr. Morsell's house, and slopes more rapidly downward to the west again, and the slope of the street, as fixed by the original city people, and upon which I bought, harmonizes with that undulation of the natural surface of the ground, whereas, the cut downward as it is now, from Fourteenth to Fifteenth street, makes the street pitch one way, and the slope upon which the houses have been built the other way, which, of course, is in violation of every

man's sense of what is proper in point of taste—in fact, makes a man feel as if he had a cross cut saw upon his leg to look at it. The board of public works told me that only the crest of the hill to the west would be taken off, and that they were going to do the right thing with the people who owned the land there. Of course, I saw no objection. It was nothing which in any legal sense concerned me at all. This was early in the spring of 1872, I believe. Then I went home to Vermont, leaving the thing in that way, being informed that the only disturbance of the existing order of things that the board of public works would make would be to take just a shaving off from the crest of this gently-undulating, beautiful row, like those still left in various parts of the city, for some reason or other.

I did not know anything more about it until I came back again, in the fall of 1872, to attend the session of Congress; and when I got back, about the first week in November, I found that, instead of three or four feet being taken off of the crest, they had begun at the line of Fourteenth street at the circle and made one deep cut, and drawn a true grade to the west clear down to Sixteenth street, which, instead of not cutting at all in front of my property, or just taking off an inch or two, had cut down somewhere from eight to ten feet—I do not know precisely—and had left me that distance up in the air, in addition to the original grade, which had been settled and fixed, and upon which I bought there, so that I was left about sixteen feet, I should say, above the surface of the street. And then, instead of parking the street, as was talked of, like New York avenue, so as to leave the carriage-ways somewhere near the sides of the street, the parking had been done on the sides, and the curbstone was removed about thirty feet from where it was before; the consequence of which was, that I was eight or ten feet higher up in the air, and thirty feet or so farther away from the street.

Well, inasmuch as I believed that there was no possible foundation for such a proceeding, either in point of taste or public utility—for there was no heavy draught of teams crossing there, and the grade was such that when I went away any reasonable span of horses could draw thirty hundred up or down without trouble—I was very indignant, and I felt, perhaps unjustly—although I had no fact to base it upon—I felt that some private interest had produced an influence upon the board, not necessarily with the knowledge of the board, because I do not wish to make any imputation against anybody; but I thought something besides a general regard to private rights and public interests must have produced that extraordinary performance. I accordingly, with the candor that I think always ought to characterize one's intercourse with public officials, wrote a letter to the board. It was sent to them, and it was received by them, and they have produced it to-day at my request. It is as follows:

WASHINGTON, November 11, 1872.

GENTLEMEN: Contrary to my expectation, derived from conversation with members of your board before I left W. in the spring, I find, on my return, a huge canal dug from Fourteenth to Sixteenth streets in Massachusetts avenue; grades once established, and sewers and water-pipes once laid and paid for, are destroyed, and the line of houses *receded* toward the west left perched on the edge of a gulf *descending* to the west.

As a citizen and tax-payer, and as a legislator having some responsibility for the proper progress of affairs, I hasten to protest against the change described as an outrage alike upon private rights and public property. It seems plainly a wanton destruction of property and waste of money, or to flow from the dictation of some person pretending to be an engineer, who had, for public interests, better far be in some other calling.

Now, as if to add insult to injury, over and over, I am told this, and that I must attend to, at my private and sole expense, in re-connecting my sewer, water, gas, &c., which have

been displaced and thrown out of joint by the vandalism of the performance, and the whole connection seems to be left entirely broken, unless I make it myself as the work now goes on.

I have felt it due to both justice and candor to express myself freely, as I have done. I am bound from my knowledge of many of you to presume that you have not personally promoted this wrong, but with *somebody* there must be responsibility, which in this world or the next will be reached.

Yours, respectfully,

GEO. F. EDMUNDS.

The BOARD OF PUBLIC WORKS,  
*Washington, D. C.*

To which letter I received a reply, of which this is a copy:

BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA,  
*Washington, November 12, 1872.*

DEAR JUDGE: Your letter of yesterday, relative to the improvement of Massachusetts avenue, is at hand, and I regret that you should evince so much feeling. The matter was well weighed by each member of the board and consultation had with the engineer in charge of Public Buildings and Grounds, who was strongly in favor of the change, and my belief is that when finished you will say it was the right thing to be done. Had it not been for the horse-disease, the block in which you live would have been completed; such was our intention and determination, but "man proposes and God disposes." The connections of gas, water, and sewer shall be made at once, and are paid out of the general fund.

Very truly, yours,

ALEX. R. SHEPHERD,  
*Vice-President.*

Hon. GEO. F. EDMUNDS.

True copy.

FRANK T. HOWE,  
*Chief Clerk.*

The result, then, was that the sewer-connections with my house-sewer, which had been connected with the one which had already been paid for by the lot, and which entered into the price of my land, and the gas and water connections, were made by the board of public works. I did not hear anything more about that. But I was left the whole winter long, as were all the people on that road, with the sidewalks which we had paid for ourselves, all torn up and carried off and this vast gulf of earth sliding down there all the while. There were no steps to get up and down, until either I got somebody to go and put up some wooden steps or the board did. Between Fourteenth street and the pavement that had already been put down in Massachusetts avenue of the roadway of asphalt, there was left a space unpaved of about 30 feet, I should think, that had been dug out and all ready for the pavement, there being the wood that was around the circle and the asphalt, which went west in Massachusetts avenue, with this impassable hole of 30 feet between.

I remonstrated and remonstrated, and begged and begged, until at last, toward the end of the winter, somebody came and built a plank bridge—that is what it was exactly—a plank bridge across that gulf so that people who lived in that row which was composed of seven brick houses and a number of wooden ones were able to get across from Fourteenth street to the carriages into Massachusetts avenue. That brought us over until the spring of 1873, and then I was told by somebody—I did not know it before—that people who were damaged by these so-called improvements could have redress by petitioning to the board of public works; that the legislative assembly of this District had in some way the power to do justice to people who were injured. I had in the mean time, as you may naturally suppose, examined the act of Congress which created this institute—board of public works—and had looked into their powers in respect to the improve-



ment of the streets, and had found that the thirty-seventh section of the act, I think it is, provided that they might assess the adjoining properties specially benefited by these improvements, to an extent not exceeding one sixth of each side of the street.

Mr. STEWART. One-third of the whole?

The WITNESS. Yes. Toward the improvement, and collect the assessments as all other taxes were collected in such manner. They might assess in such manner as should be prescribed by law; I think that was it. Having examined that subject, I became thoroughly satisfied that the whole performance was illegal, and that I might resist it with success.

But I did not see how I could have the street restored to what it had been, beautiful and convenient for the whole block and for everybody. I could not see how I could have it finished unless I did it myself, which would cost more than I was able to expend for that purpose. Therefore my only course seemed to be to get such damages as I could, and to resist any invasion of my property by undertaking to put assessments upon it, which I was satisfied would be illegal in themselves, and which, if legal in point of form, would have no foundation in merit to stand upon, because the damage would be more than fifty times what any just assessment for the real amount of labor done in putting the street in order on the new plan would amount to. I caused the board of public works to be informed of the fact that I stood upon my rights. I do not know how, but by conversation with some of the members, probably, as I occasionally saw some of them. But this matter of getting this redress was suggested, and thereupon, I think, the board sent me these printed blanks for a petition for redress. I looked at one of them, and found that it really committed me, as I thought, to leaving it to the board of public works and the legislative assembly, or somebody in the District who belonged to the concern, to be the judge, without any right of appeal, or whether you had suffered anything or not, and how much. I did not propose to put myself in that attitude. I thought I understood my rights as a citizen, and I did not propose to submit those rights to anybody except a judicial tribunal as a finality. But, inasmuch as it was stated that these gentlemen desired—and I do not mean to question it—desired to do justice by everybody, I consented to put in a claim for damages, not in the form they furnished, but in this form which I now read:

*Petition to the board of public works for assessment of damages.*

WASHINGTON, D. C., February 6, 1873.

*To the Board of Public Works of the District of Columbia:*

GENTLEMEN: The undersigned represents that he is the owner of the following real estate in said District, viz:

House and lot, (30 feet front,) square 212, on Massachusetts avenue, northwest of Fourteenth street, and that, under your direction, the following alleged improvements have been made, viz, the lowering of the grade of said avenue theretofore established, and the removal of the available street line far toward the center of said avenue, and the consequent destruction of existing pavements, sewers, water and gas pipes, and other things; that, in consequence of said alleged improvement, special damages have been sustained by him in connection with the said property; that this damage has been occasioned by said lowering of grade, removal of available street, making said property comparatively inaccessible, and perched at a too great height above the street, and by the destruction of existing pavements, sewers, gas and water pipes once already paid for; that said property is worth twenty-five hundred dollars less in value than before said improvements were made. He therefore prays that you will personally inspect said property or make an examination thereof as respects said improvement and the damages hereby claimed, and make a report thereon, as provided for in

the act of the legislative assembly of the District of Columbia, entitled "An act providing for the payment of damages sustained by reason of public improvements or repairs," approved June 20, 1872, to the end that said damages may be speedily paid. But the undersigned reserves all rights to obtain justice otherwise, and makes this petition so as to enable said District to do him justice by its own processes, if it will.

GEO. F. EDMUNDS,  
*Petitioner.*

DISTRICT OF COLUMBIA, ss :

Before me, James H. McKenney, a notary public in and for said District, personally appeared George F. Edmunds, who, being duly sworn according to law, says that the statements contained in the foregoing petition are correct.

GEO. F. EDMUNDS,  
*Petitioner.*

Sworn and subscribed before me this 11th day of March, 1873.

[SEAL.]

JAS. H. MCKENNEY,  
*Notary Public, District of Columbia.*

That was sent to the board of public works. The other neighbors sent similar petitions—perhaps in the same words, or perhaps in the form that the board had approved. The whole subject was well known to all the neighbors on all sides, and was talked over and discussed. I heard nothing more about it; and being about to depart for Europe the 1st of March, I left with Mr. Bayard, my next neighbor, with General Babcock, the Commissioner of Public Buildings and Grounds, and who, from having charge of the circles at both places there—the squares in Fourteenth and Sixteenth streets, and so on—had occasion to know what was going on there, and in whose judgment and character I had entire confidence—I left with him a memorandum or word. I do not know the form of it exactly, to tell the board of public works that if they would contrive some method, which I pointed out in a little diagram to him, of letting me have a little carriage-drive by means of which I could get to the street directly in front of my house—not this great long drive which they have there now—that it would make a very serious diminution in the amount of damages which I should claim. In Vermont it would have cost about \$160 to do what I wanted done. General Babcock said he did not know whether they would or would not, but he undertook the mission for us both to make that suggestion to them, that it could be done at a very small expense, and diminish very greatly the amount we should insist upon as the damages.

Then, on the 11th of March, I left Washington and went to Europe, and returned to Washington about the 1st of December, in the mean time knowing nothing of what had occurred. When I got back from Europe, about the 29th of October, I came over to Washington for a day or two, but I did not come back with my family until about the 1st of December. Then I found the thing in its present condition. I found that instead of this little drive-way in front of our two houses, which could have been made at very small expense, they had made a drive-way along where the old sidewalk used to be for the benefit of the whole block. I, of course, had no objection to the others receiving the benefit of any improvement, or being relieved of the distress that we were in. Of course I had no complaint to make on that score, but instead of making a drive-way for the whole block, so that it could be available in the best way by being wide enough for the carriage to turn round in, they put down an asphalt drive-way, so narrow that you cannot turn round with a carriage, while, as I was saying, it would have been just as easy to put it out three feet and farther, and from there to the grass—to the slope they had made so that carriages

could have turned around. What the reason was for their adopting this course I do not know, as I was not present, but there it was: and in order to get out from the house you have to go to the other end of the square—the whole length of that long block. I do not know how thick the asphalt is that they have put down in the drive-way, but I know that in the summer, while the sun is shining, a horse cannot step on it without his feet sinking into it. I was not altogether pleased with the arrangement, as you may naturally suppose, when it was so easy to have had it otherwise. After a little there came to me, by mail or otherwise, a printed form of what was called "Assessments for special improvement" in Massachusetts avenue, where my 30 feet of front was charged with the excavation in the middle of the street—the whole thing being done in the middle—and these bridge terraces being the whole lay of the land—they were not put there.

It was the old ground left, only grassed over, and a blank wall built along so as to keep them from falling down—to keep everything from tumbling in. The whole thing moved off in that way. I was charged \$425.65, that being only a sixth part of the whole of the expense for thirty feet; that would be about \$15 in round numbers a running foot for me, which, multiplied by six, would be \$90 a running foot, or \$1,500 a rod for excavating, about. I do not know how wide the avenues are; they are not excavated at the sides, because they are from thirty to forty feet from the street line on our side down to where the

"dig" is, say 125 feet in width, or excavation to the amount of 10 feet in depth, which would make \$1,500 the rod for digging out that amount of dirt and putting in a roadway, which is less than a foot in thickness altogether, for I noticed it when it was being laid in. I am very sure it was considerably less than that, although they went on the theory of its going to be from 14 to 15 inches thick. They put the asphalt pavement of about 10 feet in width on the south side, which they tell me is not done according to the contract, because there should be a grass-plot there, and on the north side, next to the curbstone, is a sodding about six or seven feet, and then an asphalt footwalk of ten or twelve feet, and then this blank wall, as it is called, of unhewn stone, which is entirely improper for the place.

Then there is a slope, and then this drive-way of 12 or 13 feet wide above, which, in my opinion—although I do not speak of that as an expert, nor as imputing any negligence to the board—but, in my opinion, the expense of the whole thing, according to the rate charged to me and to the other people along there, is certainly, speaking within bounds, double what it is justly worth. Well, I was indignant some more, of course. Then I set about inquiring what had become of my claim for damages, and, of course, gave pretty speedy notice that I did not propose to pay any assessments whatever, being satisfied, as I have stated before, that that they were wholly illegal in and of themselves, in a place where it was an improvement. But waiving that question, inasmuch as the law only gave them the power to assess where property was specially benefited, and inasmuch as my property was specially injured, I did not see the propriety of my paying for it. I found it was one of those mysterious things that "no fellow can find out" how much had been or could be allowed to me on my demand for damages. The owners of the property who might be supposed to have some interest in the thing did not know anything about the matter. That was one of the things that was reserved—reserved for the higher officers of the government, whoever they might be. It was proposed—I don't know whether still by any



or some one else, but I will take the responsibility of saying that it was I who first proposed a settlement in order, if possible, to get free from any connection with the board of public works. I do not speak with any feeling toward any member of the board in regard to this, but of the board as a body. I was only desirous of getting entirely free from the board of public works; that if we could release on both sides all claims, and get upon an entirely independent and disconnected footing, I would do it, although in doing so I should lose what, I feel as sure now as I did then, I should have obtained if I had chosen to insist upon my rights—not only not to pay any assessments, but recover \$1,500 or \$2,000 damages. But when I got my judgment, how I was to collect the amount of that judgment was a slight puzzle to me. Therefore the settlement was made in the way it was. I gave to Mr. Magruder, who acted for the board, a quittance—I do not know but two papers; I gave him this paper:

No. 4534.

OFFICE OF AUDITOR BOARD OF PUBLIC WORKS,  
*Washington, D. C., December 16, 1873.*

I hereby certify that I have audited and allowed to account of George F. Edmunds, for amount due as per settlement amounting to four hundred and twenty-five and  $\frac{64}{100}$  dollars.

J. C. LAY, Auditor.

\$425.65.

That was brought to me as the form of settlement, and that there might be no misunderstanding about it, I signed the following paper:

Indorsement: Massachusetts avenue, square 212 of S. 54 and of sub 55.

271.28

154.36

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425.64

WASHINGTON, D. C.,  
*December 31, 1873.*

Received from James A. Magruder, treasurer of the board of public works of the District of Columbia, four hundred and  $\frac{64}{100}$  dollars, for the within, it being in the adjustment of a controversy with said board, in respect to which the claim filed heretofore with them is referred to.

GEO. F. EDMUNDS.

In satisfaction of that petition and discharge of that demand for damages, I took in what they call the amount of \$425 the work that had been done in front of my property, which, if done upon a just principle, would have cost under my own supervision—I verily believe, but, as I say, I do not wish to do them any injustice or speak as an expert—I verily believe would not have cost half the sum; that is, my one-sixth of it. And I accordingly gave them that quittance and took from them a discharge of all claims for assessments upon me. This was done, as it respects the neighbors, who were equally interested, with their knowledge, but I told, particularly, Commodore Almy's sister-in-law, Miss Gardner, who has charge of his affairs in his absence, and who, being a lady, I felt more especially bound to speak with, as the admiral was not present to take care of his own rights, precisely what the board had proposed to do, or I proposed to do in respect to adjusting this controversy, if it were one, or getting rid of being what I considered unjustly dealt by in their undertaking to collect any assessment from any of us. I told Miss Gardner precisely what I proposed to do, and what the board proposed to do, in order that she might have the benefit, and anybody else who might be interested in the same settlement, if they could arrange it, or if they chose to go on and file a claim for damages, I had

no doubt they would get a great deal more. That, I believe, is the substance of all I know about this affair, which has been most unfortunate to me in point of comfort, convenience, and value of the little property that I possess there.

For I repeat to this committee that, having some little knowledge of cities and towns, street-making, and beauty of landscape undulations in a city designed for pleasure rather than business, that I can now conceive of no possible excuse, either in point of taste or public necessity, or convenience of travel, or any other thing for that performance. If there is any gentleman present representing either side—

The CHAIRMAN. There is no gentleman representing either side, present; we are all of the committee, here.

The WITNESS. I perhaps ought to add that in all I have said, I do not wish, as it is not my business as a witness, to make any reflection upon anybody's motives. I have nothing to say about that at all. I only speak of the facts as they have occurred.

By Mr. WILSON:

Q. Was there a brick walk in front of your house?—A. There was one that had been laid down and paid for by the property, with fine stone curbing, and in perfect order.

Q. What became of that?—A. I know it was taken up and carried off.

Mr. THOMAS F. BAYARD. The statement made, Mr. Chairman and gentlemen, by Mr. Edmunds, will necessarily shorten mine. So far as he has stated the facts relating to his own property they are nearly precisely applicable to mine. I bought this lot a few months after he had bought his, and built up next to his, a party-wall being between us. He has stated the inducement to buy this property. I was looking for a convenient and healthful location for my family. The elevation of this property, the slope-ground all around it—the grand sloping in every direction from the proposed site of his and my house—made it, as I thought, very desirable property. There was, as was stated by Mr. Edmunds, everything there in the way of convenience afforded by the public sewer, gas, and water. Massachusetts avenue was not paved as to its bed, but, as I remember, it was guttered, curbed, and paved between Massachusetts avenue and the line of my property. By a covenant with the vendor of my lot, who is the same as Judge Edmunds's, Mr. Thomas B. Bryan, we bound ourselves not to build forward of a certain line, which was about fifty feet away from Massachusetts avenue. So I went and built my house in 1871, moved into and occupied it in the winters of 1871 and 1872 and 1873, and I live there now. I had an intimation that they intended to park, in some way, after the creation of the board of public works, which was some time subsequent to my becoming the owner of this property, and building my house. I was informed that they intended to improve it and park it after the manner of K street, which I thought highly prejudicial to the interest of the property, throwing little lots, which have not inappropriately been called private grave-yards, in front of your door, and keeping you back from the thoroughfare of the street, giving a longer distance to walk in bad weather from the curbstone before you reach your house. I wrote a letter to Mr. Shepherd, vice-president of the board of public works. I had never seen him in my life. I wrote a letter to him, telling him that I trusted before anything of this kind was done that the plan of improvement would be submitted to the property-holders all along the street. To

that I received an answer that I should have notice, but I never did get a notice, and in 1872 this excavation referred to by Mr. Edmunds was made. Before its commencement I had left the city. I believe that summer I had gone to Europe. My family moved back to my residence in Delaware, and when I came back to the session, in December, 1872, I found the great gulf that he has spoken of, and I knew nothing about—I saw the gas-pipes were put up in a temporary way, and the water was joined again, and the sewer, but it had all been done in my absence. I had never been consulted about it, and, of course, I could not but have disapproved it in every way; it was injurious to me, exceedingly damaging to me, and I could not see where it benefited anybody else. In other words, from the day I first saw this until this day it seems to me to have been a most wanton and useless expenditure of money. Had it occurred in my city, and I simply been a private citizen there, I should have certainly enjoined the prosecution of such a work, and I think any court of equity would have sustained my application, because I believe there was no law to empower such an act, and I believe they would have been restrained. The whole winter of 1872-73 was uncomfortable and inconvenient to my family beyond description. Almost the whole of that time, when any member of my family desired to use the carriage, they were compelled to walk on a board. Mr. Edmunds has described all the inconveniences of that. I heard in the spring of 1873—I understood, I believe, from Mr. Edmunds, he gave me a blank petition, and we talked it over. He mentioned the fact that he has stated to you, that he did not desire to submit himself to the jurisdiction of this board of public works without a reservation of his legal rights elsewhere, to be tried elsewhere; and he drew—I believe I made one or two verbal alterations, and I think he filled up the petition which he has read to you, and I filled up one in the words themselves like it. It is a *fac simile*, or intended to be so, filled up by my secretary, my eye-sight being very much disordered at that time. I made oath to it on the 10th of March, 1873, to the effect that I had been damaged to the amount of \$3,000 in my property—a thirty-foot lot with a house on it in this locality—by this action of the board of public works. This is the petition.

By the CHAIRMAN:

Q. It is in all respects like Judge Edmunds's?—A. It is a *fac simile*. Only in this respect, that Mr. Edmunds claimed \$2,500 and I claimed \$3,000, for the reason that the slope of the hill placed me a little above him, and I was rather more inconvenienced than he by this cutting down, and thrown more remotely from the street; and the same reasoning I presume actuated my neighbor, Admiral Almy, of the Navy, who claimed, I find by his petition, \$4,000. I gave Admiral Almy a blank petition, and informed him of the action Mr. Edmunds and I had agreed to take, and I think it will be found that Mr. Almy has followed the exact wording of my petition in his. That petition upon the back appears to have been filed upon the day I executed it. I know I sent it at once to the board of public works. I then went home to Delaware shortly after that petition was filed. The session of Congress had ended, and I went home, I suppose, in the month of April. After that and in the fall of 1873 there was sent to me two bills from the board of public works from the assessor's office, amounting to \$425.64 for these improvements—part was sewer-service; part carriage-way and foot-ways, so-called—but here they are, and I will state the reason, I think, why they sent me two bills. My lot of thirty feet was composed of two parts of



an original division in the square. The square was laid off in lots; my thirty-foot lot lies partly upon two, and, therefore, they made their assessment according to the city plat, and the lot being lot—No, these are both for lot 54. But it makes no difference about that; this is my bill. I then wrote to Washington, to a gentleman who had attended to matters for me of this kind here—my private affairs—Mr. Anize Smith, who is employed now as a clerk in one of the document rooms, and I inclosed to him these bills, and asked him to go down to the board of public works and inquire what had become of my claim for damages—my \$3,000-claim. I proposed, in my mind, to use one as a set-off for the other. He wrote to me.

I think I may read this letter, because I acted on information from him.  
[The witness then read as follows:]

SENATE DOCUMENT ROOM,

November 11, 1873.

Sir:

I called today at the board of public works, and was there informed by Mr. Howe, chief clerk, that he was the proper person to give the information wanted, that your claim for \$3,000 damage done to your property on Massachusetts avenue had been received, and duly referred to the commission on damages; that said commission had taken up the matter, examined the property, and made their report or award thereon, but positively refused to inform me of the nature of the report or of the amount of award, if any—stating that the reports of the commission on claims for damages would not be made public until the meeting of the legislature of the District, when the reports would be sent to them with the recommendation that appropriations be made to pay them. The next meeting of the legislature will be in April next, unless a special session is called sooner, which is thought by many will be the case. The above, which I know is not very satisfactory, is all the information I could get from the board relative to your claim.

Very respectfully, yours,

ANIZE SMITH.

That remained so until I came here in December. When I came in December, I think, I was first informed by Miss Gardner, the sister-in-law of Commodore Almy, who was left in charge of his property, my next neighbor. She spoke of this affair, which, I need not say to you, had given the greatest dissatisfaction to all the property holders of that square. Admiral Almy had been peculiarly exasperated. He had been here all the summer, and had been an eye-witness, as he told me, to this continued and increasing excavation. Instead of being of three or four feet, which Mr. Edmunds has spoken about, they went down and down until the gulf seemed almost bottomless. That they were going to make there. He was in utter despair, and he wrote me several times about it when I was in Delaware; but I felt quite hopeless. I felt as if I had no rights that the board of public works in Washington were bound to respect; but I did not dream of interposing anything to check their will at that time. So Admiral Almy—his sister asked me about this award, and told me that Mr. Edmunds had settled by offering them exemption from the claim of damages, and having no charge made him for the special tax. I think at that moment I turned around and saw my neighbor in his yard, and I went over and I greeted him—I had not seen him in the vacation—and he then told me of the settlement he had made. And I may also say the object of Judge Edmunds and myself—I expressed to him and he to me—was that, being in the Senate, and having votes which might possibly touch the measure or measures which might affect the board of public works, we concluded it was best, even at a sacrifice, to get in every way rid of transactions with

them. It was a matter of necessity to us both, somewhat, to own these houses, where we had any; we could not help that. And it was only a feeling of embarrassment to have anything to do with them or any outstanding unsettled transactions, that he told me influenced him, as I believe it did, and I know it controlled me, and I determined to arrange on some such settlement as he did, if I got the chance.

On the 8th of January Mr. Magruder, the treasurer of the board of public works, came to the Senate and sent for me. I went out, and he told me that he understood I would make a settlement. I told him I would do so. Nothing was said as to the amount of that award. He knew that my claim was \$3,000, and I told him I would give that up for the purpose of squaring the matter, and that we would have nothing more to do with each other—the board of public works and I; and so we settled, and here the documents appear. I had seen Mr. Edmunds's receipt, and having confidence in his sagacity and his character always, I exactly followed the language that he had used in giving the receipt to Mr. Magruder for \$425, stating that it was an adjustment of any controversy with the board of public works in respect of certain claims filed heretofore by me for damage to my house and lot on Massachusetts avenue. These are all the facts, or certain of the material facts. I will only say my attention was drawn by something in the newspapers. Something was said about Mr. Edmunds and myself, to the effect that we had been dealt with more favorably than our fellow property-holders along that line of the street. I do not know how anybody has been dealt with, except Mr. Edmunds and myself. I only know that I acted with Mr. Almy, my neighbor, and his sister-in-law, and I was desirous of assisting them in any way that I could. I do not think that I would have advised them, situated as they were, without votes in either house of Congress—I do not know as I would have advised them to have settled on the same terms that we did. I will confess that I was willing to sacrifice this money and to avoid all litigations and questions of a private nature, when I had public duties to perform in respect of transactions in which those parties, the board of public works, were connected.

I do not know that I would have come before this committee at all, had it not been that I observed in an extract from the testimony that what we term in law a leading question had been asked by some member of the committee in respect to this transaction of paying a tax.

I thought, as the committee had inquired in regard to it, that it was right for me, and I so suggested to my friend Mr. Edmunds, as the matters were our own, and as we had more knowledge of them than anybody else, we should give you all the facts, if they were deemed in the least degree important.

Perhaps they are proper to be given, and are important, for, standing as two public men, representative men, it is right that even the most ignorant and least well informed of the community should understand how very clear the transaction has been of anything that was not—I may say rather creditable to ourselves on that score of money.

I say to you now that I would give much more money than these taxes amount to, if I were enabled to restore the property I have on Massachusetts avenue to the condition it was in before the board of public works took it in hand. That is a very moderate statement of what my feeling is on the subject. Of course, the annoyance and inconvenience that we have had for the last two years, and the vexation of spirit that accompanies the hapless condition of one who feels that he has to submit to that which he regards as wrong—I do not mean that,

but so far as the absolute ascertainable diminution of the value of the small bit of land I held there, I would gladly give much more, perhaps double the amount of this assessment of \$425, if I could be put where I was; for I think my property would be so much more valuable to me.

J. BLICKENSDEKFER, jr., recalled.

By Mr. JEWETT :

Question. I inquired of you yesterday if you had communicated with the engineers in regard to these discrepancies you spoke of. I also asked you in regard to Mr. Samo, and what explanation he made. I did not ask you what explanation General Babcock made, although I did inquire of you whether you had submitted to him your results that he might explain. It is but due to General Babcock, if he made an explanation, that that should be stated. Did he make one?—Answer. When I showed him my results, he stated that he had been called upon to certify to this work by the law of Congress without their having made any appropriation to give him assistance to do the work, and he could not do it himself, of course; so he availed himself of the assistance of the only man at his disposal, to wit, Mr. Samo, in charge of the Washington Aqueduct, and had requested him to make the measurement, and be very careful about it, and to make no measurement which he could not verify by affidavit, as he had no doubt an investigation would probably result.

By the CHAIRMAN :

Q. Result from his measurements, do you mean?—A. I should not perhaps have used the word "result."

Mr. WILSON. "Follow?"

The WITNESS. As he had no doubt there would be an investigation.

By the CHAIRMAN :

Q. Into the affairs of the District?—A. Yes, sir; as I understood. In reference to the discrepancies he remarked that he could see—as, for example, in the case of New Hampshire avenue and Virginia avenue—very readily how a man might be mistaken, or include one that was reported in the other. And he, I think, suggested some explanations in one or two other instances, but remarked, "I will take notes of these things," and he did take notes. "and I will call upon my assistant for the explanation, for," said he, "it is not my business to suggest explanations to him, but for him to find them. I will communicate with you again." That is the substance of what he said.

By Mr. STANTON :

Q. This was quite recently?—A. It was on Monday last, I think.

Q. Was it about the same time you advised Colonel Samo of the results of your examination?—A. It was some time afterward, and I may add that it was after this conversation with General Babcock that Colonel Samo called upon me, and that we went over the avenues together, as, I believe, I explained in my previous testimony, to look at the discrepancies, at which time he gave me his explanations, as I stated yesterday, saying that he had seen the general since he had been with me.

Q. In your intercourse with Mr. Samo, did you see any effort or disposition on his part to suppress any facts or mislead you in any way in your measurements?—A. No, sir; I cannot say I saw anything like a tendency to suppress facts or mislead me on his part.



By Mr. STEWART :

Q. Did you on anybody's part? Answer that fully.—A. I do not know that I can say so directly. I do not think explanations on the part of some—at least I do not think explanations were ever volunteered to me. I had to get what I wanted by asking.

By Mr. WILSON :

Q. Give us your statement in regard to the reservation of space to which your attention was attracted yesterday, and in reference to which you had not your figures fully completed.—A. It is the reservation at the intersection of O and Twentieth streets and New Hampshire avenue, upon which I yesterday stated I had not quite completed my figures. I have them now completed.

Q. Before you begin, give us the size of the space.—A. It is represented here on the map that I have of New Hampshire avenue. I have drawn a diagram of it of somewhat enlarged scale. The size of it within the curb-lines is 97.4 feet on Twentieth street; 66.4 feet on O street, and 112.97 feet on New Hampshire avenue, running to a point in each case. Within the sidewalks it is 37.4 feet on Twentieth street, 27.1 on O street, 46.2 on New Hampshire avenue.

By Mr. STANTON :

Q. You say within the sidewalks; do you mean within the building-line?—A. No, sir; I mean inside of the sidewalks simply.

Q. Give us the details of expenditures about that space.—A. I have a statement in complete detail. I suppose all you want are the results in the same form I stated yesterday.

Mr. WILSON. That is all.

The WITNESS. The amount of it, calculating the quantities in the same way they have been made up by the board in the charges to the Government, is \$11; in accordance with my measurement, I should have said before, is \$11,109.27. Deducting from it for the intersection of O and Twentieth streets in the same manner as I have in the intersection as explained yesterday, the amount to be deducted would be \$714.67, leaving \$10,494.61. The charge as made to the Government, or against the Government by the Governor's Answer, is \$11,462.50; the excess over my statement, \$957.90.

By Mr. STEWART :

Q. Taking the same basis they have, what is the difference—measuring the same work that they measure?—A. \$353.23.

By Mr. WILSON :

Q. In order to get at the quantities that they have charged to the Government at that space, how are the measurements made?—A. The measurements included all the curbing, carriage-ways, and sidewalks on the avenues and streets opposite to this reservation to the building-lines on the opposite sides of the streets and avenues.

By Mr. STEWART :

Q. Deducting one-sixth?—A. Yes, sir; from which they deducted one-sixth.

By Mr. WILSON :

Q. What carriage-way was measured around the reservation in order to get at these quantities?—A. All the carriage-way opposite to it.

Q. You had better indicate on the map so that the committee will understand.

The WITNESS. (after doing as requested :) The building-line on the opposite side of Twenty first street from the reservation was produced across New Hampshire avenue until it intersected the building-line on the opposite side of New Hampshire avenue, and the building-line on the opposite side of O street from the reservation was likewise produced until it intersected the building-line on the opposite side of New Hampshire avenue, and all within that space was measured.

Q. Has the wood pavement on this avenue yet been measured to the contractor?—A. I presume it has, but I do not know that.

Q. Do you know whether the wood pavement on that avenue has been yet charged up to the Government?—A. I have not been able to find any charge of that kind.

Q. State whether you have made any examination to know whether in charging the Government for wood pavement in the avenue they have charged that, in addition to charging the wood pavement around the reservation, thereby duplicating the charge at that point?—A. I have not in any case.

In reply to a question by Mr. Stanton, the witness said: I understand that although the avenue has been paved—I mean the wood pavement is laid—that the account for that work has never been made up against the United States Government; that is, for the avenue at large; I mean, included in this intersection—only for this portion of it.

MR. STANTON. In explanation of this measurement, was it stated to you that the street extended from building-line to building-line, and that, therefore, they prolonged the lines in this way?

A. I did not ask them anything in reference to that except as to what was included in the measurement that they made themselves, or explanation.

Q. You asked them, however, for no explanation for their reasons for drawing these limits?—A. I did not. I do not know whether you observed it, but the same process, the same principle, has been applied in all the other measurements that I have made in the P-street circle and different squares.

Q. My question relates not merely to this individual case, but to all cases—whether you ascertained from them the reason why they measured within these limits?—A. No, sir; I did not.

Q. May it not have been that it was because they counted the street as being really from building-line to building-line, instead of from curb to curb?—A. I do not see why that would influence it at all. My own impression is that if the Government is properly chargeable at all with any work here, it is perfectly correct—the principle that they adopt, except with regard to the intersections, as I explained yesterday by the diagram, as you will recollect.

By Mr. WILSON:

Q. Is or not that space (the reservation referred to) entirely in the streets and avenues?—A. Yes, sir; it is altogether within the limits of the streets, inside of the building-lines.

By Mr. STANTON:

Q. Did you ascertain, or did you examine whether or not lines at the intersections were extended, in the case like this charge to the Government reservation, in any different manner from that in which they are drawn, or would be drawn, if the property were owned by an individual?—A. I did not make that inquiry.

MR. WILSON. Have you found any case where the charge against the Government is correct?—A. Not according to my views.

Q. Have you found any case where the charge against the Government is less than it should be?—A. No, sir.

Q. Invariably more?—A. Yes, sir.

By Mr. STANTON:

Q. In this comparison as to magnitude, do you make deduction for the difference in the limits between yourself and Mr. Samo?

The WITNESS. The magnitude in what respect?

Q. You were asked whether the aggregate of any charges were greater than what you deemed to be proper. You say in every case they were designed to include a deduction by you from the amount, owing to the extension of the line of intersections.—A. I answered the question by saying, not in my view, and that means that according to my view, which includes the thing you speak of, they were too great, but I should say if no allowance is made in accordance with my view of treating the intersections of the streets, they are all nevertheless too great, with the single exception of Rawlins Square. Mr. Mattingly is not here to-day, I believe. I believe he asked me yesterday how it came that my sum for Rawlins Square was less than Mr. Samo's, while the quantities appear to be greater, and I answered that I could not explain, for I had not examined it.

The CHAIRMAN. He asked the reason of that—the quantity less and the sum greater.

WITNESS. No. The sum was too small while the quantities were greater, and of course I investigated the matter immediately when I went to my room, and I found I had omitted in my statement a portion of the brick pavement—that portion outside of that square. When it is added, it makes the sum greater, as it should be. I can give the corrected figures if you desire them.

By Mr. WILSON:

Q. In looking over your testimony do you find that erroneously printed?—A. I do.

Q. Then, for the purpose of correcting it, I think it would be well for you just to give the tables that you had yesterday and allow them to be printed in the record as a correction of those errors. That would be the easiest way to correct it.—A. The correct sum, as I make it, of Rawlins Square is \$23,773.47; the deductions for intersections, \$1,623 66; leaving \$22,149.81. The charge to the Government, as per report to the Government, is \$22,363.70. Mr. Samo gave it to me, \$22,371.95; but I also discovered an error in his statement according to the quantities which he furnished me, not having been correctly carried out, by which his sum is increased \$124.95, making it \$14,792.70.

By Mr. STANTON:

Q. And that, I understand you, was an error in some multiplication of his?—A. Yes, sir.

[The following are the tables referred to by the witness:]

*P-street Circle,*

Amount per measurement.....	\$74,789 97
Deduct for intersection.....	1,011 49
	<hr/>
Charged to Government.....	\$73,778 48
	78,540 15
	<hr/>
Excess.....	4,761 67
	<hr/> <hr/>



*Scott Square.*

Amount per measurement.....	\$45,732 75	
Deduct for 2 intersections.....	4,102 46	
		<u>\$41,630 29</u>
Charged to Government.....		49,042 90
Excess.....		<u>7,412 60</u>

*Rawlins Square.*

Amount per measurement.....	\$23,773 47	
Deduct for 2 intersections.....	1,623 66	
		<u>\$22,149 81</u>
Charged to Government.....		22,363 70
Excess.....		<u>213 89</u>

*New Hampshire avenue.*

Grading as measured, viz:

	Yards.
Embankment.....	67,654
Excavation.....	<u>64,858</u>
Total.....	132,512
Deduct excavation hauled to Virginia avenue and charged to it.....	23,279
	<u>109,233</u>
Charged to Government.....	149,484
Excess.....	<u>40,251</u>

Allowed contractors, viz:

Hulse: 446 yards rock, at \$1.....	\$466 00	
13,114 yards grading, at 30 cents.....	3,934 20	
13,580 yards haul, at 9 cents.....	1,222 20	
		<u>\$5,622 40</u>
Filbert: 8,990 yards grading, at 30 cents.....	2,697 00	
17,019 yards haul, at 16½ cents.....	2,765 58	
		<u>5,462 58</u>
Murray: 29,385 yards grading, at 30 cents.....	8,815 50	
29,385 yards haul, at 31¼ cents.....	9,182 81	
		<u>17,998 31</u>
		29,083 29
Add amount paid Vandenberg, contractor on Virginia avenue, but charged to New Hampshire avenue.....		<u>4,500 00</u>
		33,583 29

Charged to United States Government:

149,484 yards grading, at 40 cents, $\$59,793.60 \times \frac{2}{5}$ .....	39,864 40
Excess over total cost.....	<u>6,281 11</u>

Correct allowances to contractors:

Hulse: 466 yards rock, at \$1.....	\$466 00	
8,971 yards grading, at 30 cents.....	2,691 30	
9,437 yards haul, at 9 cents.....	849 33	
		<u>\$4,006 63</u>
Actual payment to Hulse.....		5,622 44
Hulse overpaid.....		<u>1,615 81</u>

Murray: 20,800 yards grading, at 30 cents.....	\$6,240 00	
20,800 yards haul, at 31½ cents.....	6,500 00	
	<u>12,740 00</u>	\$12,740 00
Actual payment to Murray.....		<u>17,998 31</u>
Murray overpaid.....		<u>5,258 31</u>
Correct charge against Government:		
466 yards rock, \$1.....	\$466 00	
38,761 " grading, 30 cents.....	11,528 30	
9,437 " hauled, 9 cents.....	849 33	
17,019 " " 16½ cents.....	2,765 58	
20,800 " " 31½ cents.....	6,500 00	
	<u>22,109 21</u>	
Add payment to Vandenberg, and deduct from Virginia avenue.....	4,500 00	
	<u>26,609 21</u>	$\times \frac{2}{3} = 17,739 47$
Actual charge against Government.....		<u>39,864 40</u>
Excess.....		<u>22,124 93</u>

*Virginia avenue.*

	Yards.
Grading as measured (exc) including reservations at intersection of G and Twenty-fifth streets, and quantity taken from limits of New Hampshire avenue, between G and H streets.....	102,657
Allowed to contractor.....	103,600
Charged to United States Government.....	<u>104,000</u>

## Credited to contractors:

10,600 yards old hard gravel, at 40 cents.....	\$4,240 00	
93,000 yards earth, at 30 cents.....	27,900 00	
103,600 yards hauled, at 36 cents.....	35,224 00	
	<u>\$67,364 00</u>	
Amount charged to New Hampshire avenue.....		<u>4,500 00</u>
		<u>62,864 00</u>

## Charges to United States Government:

104,000 yards grading, at 40 cents.....	\$41,600 00	
104,000 yards hauled, at 36 cents.....	37,440 00	
	<u>79,040 00</u>	$\times \frac{2}{3} = 52,693 33$

Correct charge to United States Government, two-thirds of above amount, credited to contractor and debited to this avenue, viz, two-thirds of.....	62,864 ==	41,909 33
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Overcharge to Government.....	<u>10,784 00</u>
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*Maryland avenue.*

	Yards.
Grading, as measured and allowed to contractors.....	221,268
Charged to Government.....	<u>257,75</u>
Excess.....	<u>36,507</u>

## Allowed contractors, viz:

Gleeson, 159,022 yards grading, at 30 cents.....	\$47,706 60
4,235 yards hauled, 1½ cents.....	63 52

4,889 yards hauled, at 54 cents.....	8268 90	
130,000 yards hauled, at 9 cents.....	11,700 00	
19,898 yards hauled, at 22½ cents.....	4,477 05	
3,177 yards rock, at 70 cents.....	2,223 90	
	<hr/>	\$66,439 97
Murphy, 14,222 yards grading, at 40 cents.....	5,688 80	
48,024 yards grading, at 30 cents.....	14,407 20	
24,320 yards hauled, at 5 cents.....	1,216	
37,926 yards hauled, at 9 cents.....	3,413 34	
	<hr/>	24,725 34
		<hr/>
		91,165 31

## Charge against Government:

238,643 yards grading, at 40 cents.....	895,457 20	
238,643 yards hauled, at 15 cents.....	35,796 45	$\times \frac{1}{2} = 87,502 43$
688 yards grading, at 30 cents.....	206 40	$\times \frac{1}{2} = 172 00$
12,244 yards grading, at 30 cents.....	3,673 20	all = 3,673 20
3,177 yards rock, at 70 cents.....	2,223 90	$\times \frac{1}{2} = 1,482 60$
		<hr/>
		92,830 23
		<hr/>
Excess over total cost .....		1,664 92

## Correct charge against Government:

$\frac{2}{3}$ payments to Gleason, work on avenue.....	\$44,293 31	
$\frac{2}{3}$ payments to Murphy, work on avenue.....	10,808 89	
$\frac{1}{3}$ payments to Murphy, work outside Stanton Place.....	3,522 17	
All payments to Murphy, work inside Stanton Place.....	4,285 40	
	<hr/>	62,909 77
Actual charge against Government as above .....		92,830 23
		<hr/>
Excess .....		29,920 46

*G Street between Twenty-fourth and Twenty-sixth.*

	Yards.
Grading, as measured.....	12,402
Allowed to contractor.....	16,239
Charged United States Government.....	33,809
	<hr/>
Overallowance to contractor .....	3,837
Overcharge to United States Government.....	21,407

## Payment to contractor:

1,843 yards excavating rock, at \$1.....	\$1,843 00	
2,688 yards excavating hard gravel, at 40 cents.....	1,055 20	
11,758 yards excavating earth, at 30 cents.....	3,527 40	
16,239 yards haul, at 15 cents.....	2,435 85	
	<hr/>	88,861 45

## Charged United States Government, (p. 406:)

33,809 yards grading, at 40 cents.....	\$13,523 60	
33,809 yards haul, at 36 cents.....	12,171 24	
	<hr/>	
	$25,694 84 \times \frac{1}{2} =$	21,412 36
		<hr/>
Excess on grading .....		12,550 91

There is on this work, besides the overcharge on grading, an additional overcharge on sewer, the Government being charged with 2,966 linear feet, whereas there are only 730 linear feet on the work.

Excess on sewer, 1,336 linear feet, at \$4.70.....	\$6,279 20	$\times \frac{1}{2} = 5,142 67$
Total overcharge to Government .....		17,683 58



*Patent and Post Offices.*

Grading as measured, viz :

	Yards.
F street, between Fifth and Seventh.....	8, 689
F street, between Seventh and Ninth.....	11, 377
	<hr/> 20, 066
Paid to contractor; days'-work account .....	\$41, 330 86
Making, per cubic yard.....	2 06

Grading as measured :

	Yards
Seventh street, between E and G.....	12, 150
Paid contractor; days'-work account.....	\$26, 137 91
Making, per cubic yard .....	2 15

*Second street, between Pennsylvania avenue and H street.*

	Yards.
Grading as measured .....	9, 106
Allowed to contractor.....	24, 333
Overallowance to contractor .....	15, 227
Follansbee overpaid, 15,227 yards, at 45 cents, including haul .....	\$6, 852 15

*Reservation, New Hampshire avenue, O and Twentieth streets.*

Amount per measurement.....	\$11, 109 27	
Deduct for intersections.....	714 67	
		\$10, 494 60
Charge against Government, (Answer, p. 453).....		11, 462 50
Excess.....		967 90

Thereupon the committee adjourned till Monday morning, at 10 o'clock a. m.

WASHINGTON, May 18, 1874.

The committee met pursuant to adjournment.

The journal of Friday was read and approved.

JAMES E. GREGG sworn.

To Mr. WILSON :

I reside at Urbana, Ohio; I have been a resident of that place about two years. Prior to that time I resided at Helena, Ark., for three years. Before that I resided at Waumega, Kans.; I resided there one year. Previous to that I resided at Sandusky, Ohio. That has always been my home with the exception of the several years I was engaged in Kansas.

Question. What is your occupation?—Answer. Railroad man.

Q. At what points?—A. Sandusky, Ohio, and on the Kansas Pacific Railroad, and the Arkansas Central Railroad.

Q. In what way were you railroading?—A. I was book-keeper and paymaster of the Sandusky, Dayton and Cincinnati Railroad. I occupied the same position in the construction of the Kansas Pacific Rail-

road; also a contractor on that road, and had the contract for building the Arkansas Central Railroad.

Q. These contracts that you had on these railroads, were they executed by yourself, or were they sublet by you to others?—A. Executed by myself.

Q. Have you had any contracts under the board of public works of this city?—A. Yes, sir; I have had contracts for paving a portion of Seventh street and Fifteenth street; and also building a sewer on the Boundary.

Q. What portion of this work did you do yourself?—A. None of it. I had also contract for grading on Seventh street; not on Fifteenth street.

Q. How came you to get these contracts?—A. I made application to Governor Shepherd for them. I called upon him personally; I made no written or any application to the board.

Q. All of these contracts were awarded by personal application to Governor Shepherd?—A. I believe they were; I think these awards were made to me about the 5th of August last. The contract for the work on Seventh and Fifteenth streets I sublet to Dr. L. S. Filbert. The grading on Seventh street was sublet to a man name Welch, through Dr. Filbert—I mean by that, that Dr. Filbert took it in charge and sublet it. I gave him absolute power of attorney for all the work.

Q. Did the firm of Taylor & Filbert do that work?—A. L. S. Filbert did it.

Q. What interest did Taylor have in it?—A. I do not know.

Q. How long after you got these contracts respectively was it until you sublet to these parties?—A. Fifteenth of September about—a little upward of a month and a third.

Q. You did no work at all in the mean time?—A. No, sir.

Q. Did you have any arrangement with any of these parties, before you got the award, that they were to do the work?—A. No, sir.

Q. Did you have any arrangement with any one?—A. No, sir.

Q. What means did you use for the purpose of procuring these contracts?—A. I used no other means except an application to Governor Shepherd.

Q. Were you personally acquainted with Governor Shepherd?—A. No, sir, I was not; I was recommended to him by Senator Dorsey; I had a letter; I have not now a copy of it. I delivered that letter to Governor Shepherd.

Q. On what terms did you sublet these contracts to these parties?—A. Taylor & Filbert took the contract—my contract with the board of public works—and were to pay me 25 cents per yard for the paving.

Q. And what for the grading?—A. I was to get 5 per cent. on the amount.

Q. In what way were they to pay you?—A. In kind.

Q. Has it been paid?—A. A portion.

Q. What amount have you received out of these two contracts—Seventh and Fifteenth street contracts?—A. I cannot tell you now. I have not the figures with me. I should think about \$3,200.

Q. How much will you receive when the whole thing is settled up?—A. I cannot tell until I know the amount of the final estimate. About one-half of the work only has been done.

Q. Have you made calculation as to the extent of pavement and grading that has been done?—A. Yes, sir; I believe I have. I have not paid much attention to it since I let the doctor do the work. I have no figures with me. I cannot tell how much the work will amount to.

Q. Did you have any partners in this transaction?—A. None.

Q. No understanding by which you were to make any division with any person?—A. Yes, sir; I was to pay one-half of the profits to Mr. Colt. He is a resident of Washington City and a contractor. He took the charge of the work for me. I have been absent ever since the contract was given. He took charge of it to see that the work was done in accordance with the terms of my contract with the board. No other person was interested with me.

Q. Did you sublet the contract for the Boundary sewer?—A. Yes, sir; to William H. Adams. That contract was executed directly to me. I did not assign the contract to Adams. I told him to go on and do the work. He is at work at it now. I was to pay him all except  $7\frac{1}{2}$  per cent.

Q. At what rate per linear foot were you to construct that Boundary sewer?—A. Thirty-six dollars and thirty-eight cents.

Q. Do you know how that amount was made up?—A. No, sir; I forget. I knew at one time—at least the engineer of the board told me, but I have not now any recollection of what it was. I was not in Washington when that contract was awarded me.

Q. Where were you at the time the contract was let to you in regard to the Boundary-street sewer?—A. That is the one I was just speaking of—at the board of public works on Fourth-and-a-half street, and the others at the same place.

Q. Do you know where the contracts were actually given out, or the awards?—A. No, sir; I suppose in the office.

Q. Do you know at what rate certificates that were to be taken in payment for this work were to be estimated?

The WITNESS. As paid to me?

Mr. WILSON. Yes, sir.

The WITNESS. At par.

Q. In making up the amount per linear foot that you were to be paid for this sewer, at what rate were the certificates estimated?—A. They were paid to me at par, as I understand.

Q. I do not know as you apprehend my question. Is it or not the fact that the cost of this, or the price to be paid, was itemized, and, among other items, that a discount of 15 per cent. on account of having to receive certificates was added to the price?—A. Not that I am aware of.

Q. I would be glad to have you refresh your recollection in any way that you can on this subject.—A. I am not aware such was the case.

Q. How much of this work has Adams performed?—A. About 900 feet.

Q. How much have you received on account of it?—A. \$24,280.66.

Q. That is the actual amount paid. How has that been paid?—A. In auditor's warrants.

Q. What kind of warrants?—A. I do not know.

Q. Did you receive them, or Adams?—A. No; Mr. Colt received them. I never received any of them.

Q. Was Mr. Colt interested with you in that matter?—A. He was acting as my agent only.

Q. You divided with him?—A. Yes, sir.

Q. Have you never seen any of these auditor's warrants of which you speak?—A. I saw some on Saturday in Mr. Colt's possession, here in the city.

Q. Were you and Mr. Colt making any settlement in regard to this matter, or examination of your accounts?—A. No, sir; He had drawn



an estimate, and I saw the warrants in his hands, which he paid to Mr. Adams for doing the work.

Q. What amount have you received individually on this account?—

A. Do you mean the sewer?

Q. Yes.—A. \$15,000.

Q. How much is yet due you on account of what has already been paid?—A. I cannot tell you.

Q. Can you give us no idea of the character of these auditor's warrants?—A. No, sir; I never have seen any of them.

Q. Do you mean by "auditor's warrants," auditor's certificates for the amount of work done?—A. I suppose they were. They were signed by Mr. Lay, as auditor.

Q. What will be the average cost of this sewer?—A. I do not know.

Mr. WILSON. I desire to read the following extracts from the journal:

BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA.

*Washington, July 29, 1873.*

(Mr. Johnson says mistake in date; ought to be 1873.)

The board met at the usual hour.

Chief engineer was directed to prepare a contract with J. E. Gregg for paving the carriage-way of Seventh street, from M to Boundary streets, northwest, with Belgian block pavement, N. Y. specifications; also, the carriage-way of Fifteenth street, between Rhode Island avenue and Boundary street, northwest, with Miller or Stow wooden pavement, treated. Mr. Gregg notified.

BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA.

*Washington, September 12, 1873.*

The board met at the usual hour.

Also, to amend contract 806 with J. E. Gregg so as to read: paving carriage-way of Seventh and Fifteenth streets west with Miller wooden block. Mr. Gregg notified to put on more force.

Q. How did that change happen to be made, and who were the parties to the change?—A. I do not know. I was notified of the change, but was not consulted about it. I was notified of it by the secretary of the board. I assented to it, and the work was done according to the change. I do not remember whether I did or did not make any application to have that change made. Mr. William D. Colt would know all about it.

Q. You say Mr. Colt is a contractor. Do you know of any contracts he has had, aside from those in which he was interested with you, under the board of public works?—A. I do not know of any under the board of public works.

Q. Have you any knowledge of what he has been doing here, other than looking after the contracts?—A. No, sir.

Q. Where did he formerly reside?—A. Sandusky, Ohio.

Q. Was he associated with you in business in any way there?—A. No, sir; he was keeping a book-store there.

Q. Did he come from Sandusky here?—A. Yes, sir; and associated himself with Jay Cooke & Co. for several years. I do not know in what capacity he was connected with the banking house of Jay Cooke & Co. He was in that banking-house for several years during the war, up to about 1865, I think.

Q. From 1865 what was he doing?—A. I have understood from him that he had a contract for opening some mines in Northern New York.

and building a railroad up there. He was connected with the Erie Railroad in some way. I do not know much about his business.

Q. When did you sign these contracts?—A. I do not know when I signed the contract for Seventh and Fifteenth streets. I signed the contract for the sewer on the 20th of February last. It must have been in August or early in September that I signed the contract for the streets.

By Mr. HUBBELL:

Q. When was this contract for the sewer awarded?

Mr. WILSON. It seems to be in August, 1873. (To the witness.) How happens it you did not sign that contract until February?—A. It was not ready for me. There was some engineer's difficulty in the way. I called several times for it, but it was not ready for me. And then, again, I was out of town for a couple of months.

Q. At the time you arranged with Mr. Filbert to execute this contract was there any understanding that you were to have some person to do this work for you?—A. No, sir; I attempted to do it myself.

Q. How did it happen that Taylor & Filbert went on your bond for the performance of your contract?—A. I do not know; Mr. Colt secured the bondsmen.

Q. Do you know whether Mr. Colt had any arrangement with Taylor & Filbert?—A. He might have; he attended to all of the business for me.

Q. Did you do anything else except to go to Governor Shepherd and get the contract awarded?—A. Not much besides that.

Q. What else did you do, if anything?—A. I first made arrangements to go on and do my work; but I was disappointed in my money matters and gave it up.

Q. Did you make arrangements after you got the contract awarded to you?—A. About that time I made arrangements with a person in New York, Mr. Moore, to furnish me blocks for the streets. He shipped a vessel-load of blocks here and delivered them.

Q. What Mr. Moore was that?—A. I forget his name. He is a contractor, and has his office in Wall street, New York.

Q. Do you know where Mr. Taylor is?—A. I do not. The last time I saw him was in New York, about three months ago. I have not seen him since, to my recollection. I hardly know the man when I do see him.

Q. Where is Dr. Filbert now?—A. He is on his way to Pittsburgh. I saw him last about 5 o'clock on yesterday afternoon.

Q. Did you have any interviews with him in relation to this subject?—A. None whatever.

Q. Do you know whether he and Taylor have had an interview in regard to these contracts recently?—A. No, sir; I do not know anything about his business.

Q. Where did you see him yesterday?—A. I saw him driving around P-street circle, I believe they call it.

Q. Did you see him any place else?—A. I saw him before that, on Seventeenth street, driving out.

Q. Did you meet him personally?—A. I did not. I just passed the compliments of the day.

By Governor SHEPHERD:

Q. I would like to ask you, Mr. Gregg, if the contracts awarded to you were not awarded on your statement that you had made arrange-

ments to furnish money enough to carry them on, and execute them promptly and well?—A. Yes, sir; I stated that.

Q. And were not the contracts awarded to you on that basis?—A. Yes, sir.

Q. Was not the statement made to you at the time that most of the contractors here were loaded down with more than they could carry, and we wanted men with capital and means to do the work?—A. Yes, sir; I believe you stated that to me.

Q. That was the basis upon which you got the contracts?—A. Yes, sir.

By Mr. WILSON:

Q. Did you represent you had the means?—A. Yes, sir; I represented I expected to be furnished with means. I was promised the means for this work.

Q. Who was to furnish you the means?—A. Senator Dorsey.

By Governor SHEPHERD:

Q. In regard to building this sewer. The reason this contract was not signed and the thing completed, was from the fact that there was a dispute as to the right of way through the ground. That was in litigation. We were enjoined from going on with it. It was finally compromised. That accounts for the delay in the signing of the contract for the building of this sewer. I merely state that by way of information.

By the CHAIRMAN:

Q. You say you expected Senator Dorsey to furnish you the means?—A. He owed me a large amount of money, for which he was to pay me.

Q. He owed you, and you expected to get your pay?—A. Yes, sir. At the time I got this claim I said to him I would have to have some money that he owed me.

Q. There was no arrangement or understanding that he was to have any interest in this work?—A. None whatever.

The CHAIRMAN. I ask that in justice to Senator Dorsey.

The WITNESS. None whatever.

CHARLES S. JOHNSON sworn.

By the CHAIRMAN:

Question. I notice in this record that in many instances, the beginning is, "The board met at the usual hour," without stating who were present. How were these minutes made out in those cases?—Answer. They were all made up in the same way.

Q. Who furnished you with the memoranda by which you made up these minutes?—A. I always made them up myself from the transactions of the board.

Q. Do you mean to say that the board was in session as a board, and that you kept a record of the proceedings of the board, or that minutes were furnished to you, and you made the entries according to the minutes furnished to you?—A. No, sir; I always prepared the minutes myself from the transactions of the board.

Q. Who were present at these meetings where there is nobody named to be present: were all the members present?—A. I cannot tell now; there was always a majority present.

Q. So that, then, all of these board meetings contain a record of the proceedings that were had by the board, when there was a majority of the board present?—A. Yes, sir.



Q. Who were the parties usually present?—A. The vice-president and two other members of the board.

Q. Who were the other two members of the board?—A. Since Dr. Blake has been appointed he has been there nearly always; Colonel Magruder, or, if not, Mr. Cluss. Mr. Shepherd has not been there often since he was appointed governor.

The committee here took a recess until 2 o'clock.

2 O'CLOCK P. M.

WILLIAM H. ADAMS sworn and examined.

By the CHAIRMAN:

Question. Are you a contractor under the board of public works?—

Answer. Yes, sir.

Q. What contracts have you had?—A. I have had several contracts.

Q. Had you a contract on south B street?—A. I had one there; yes, sir.

Q. What did that embrace?—A. Grading, paving, and sewerage.

Q. Did you put down a pavement on south B street?—A. Yes, sir.

Q. A brick pavement?—A. The sidewalks were brick; yes, sir.

Q. Did you take up the brick that were already laid there?—A. I did, sir.

Q. What did you do with them?—A. A large portion of them we put back on the Government side; on the property side we bought a great many of them from the property-owners.

By Mr. WILSON:

Q. You mean the side next to the private property?—A. I mean the side next to the private property.

By the CHAIRMAN:

Q. What did you do with brick that you took from the Government property and did not relay there?—A. We took in the neighborhood of 30,000 brick on F street. I had F-street contract at that time; paving-brick were very hard to get at that time; I wanted to finish that contract—and we removed about 30,000 brick—from 25,000 to 30,000, as near as I can get at it, on F street.

Q. Were they paid for by you, or deducted from your account?—A. They have been; yes, sir, it has been deducted from my account; they were taken at that time, and the property-clerk wanted to know where I was taking the brick; I told him that I had to take them, and would return them, which I did; I took them and returned them, and they were charged to my account.

Q. These workmen who have been employed by you have made some complaint to this committee with reference to your conduct toward them; have you any explanation to make about that; we have had some testimony before us in regard to the treatment of your workmen whom you owe.—A. What complaints have they made?

Q. That you did not pay them.—A. That originates from the B-street contract, as well as a sweeping contract that I had from the board which has never been fulfilled according to the contract made with the board. Had the payments been made according to the terms of the sweeping contract—which the majority of the claims of these men comprised—there would have been sufficient money to have paid the men. The board not having the money, they had no money to pay me, but paid me on certificates and acceptances, which they could not pay.

Q. Is the board of public works still in debt to you?—A. Yes, sir.

Q. How much?—A. I cannot tell you until I refer to my books.

Q. Do you know about how much?—A. I cannot tell you, sir; there is a great deal of work that still remains unmeasured applying to this one contract that I refer to, which would have been sufficient and ample to have paid all these men; it was a contract that was taken under a percentage, which was to have been paid in cash, monthly, at the net cost of the work, with 15 per cent. added over and above that.

Q. That was the original contract?—A. That was the contract made with the board, for which they paid me with auditor's certificates, treasurer's acceptances. I realized the best I could out of them, and paid the men as far as the money went.

Q. Have you purchased any property in this city?—A. Not myself; I purchased a piece of property from Mr. Shepherd for my wife.

Q. How did you pay for it?—A. I paid for it in certificates.

Q. Arising from this work?—A. No, sir; that is money that I used of her's. I paid in certificates.

Q. Paid her back in certificates?—A. Yes, sir.

Q. And out of the proceeds she purchased this house?—A. Yes, sir.

Q. Have you received any money from the board of public works recently?—A. No, sir.

Q. Or any certificates?—A. No, sir.

Q. What is the date of the last certificate you received from the board of public works?—A. Well, I am unable to tell you that now, without referring to the books.

Q. State about the date; have you received any certificates from the board of public works since you gave this order to the workingmen?—A. No, sir.

Q. No certificates?—A. None whatever.

Q. And no money?—A. No money.

Q. Have you been paid the amount of that order, or is it still subsisting against the board?—A. I have not been paid the amount.

Q. It is still there, to the credit of the workingmen, if they so desire it? You gave an order to those workingmen amounting to about \$7,000?—A. Yes; and, by request of Mr. Willard, I withdrew that order, or consented to have it withdrawn, and placed back into their attorney's hands. Whether it has been done or not, I cannot say; I gave the consent.

Q. At that time the board of public works owed you that amount of money?—A. Yes, I consider so.

Q. It is still there, for the men, if they desire to take it?—A. Yes, sir.

Q. That is your understanding?—A. That is my understanding.

By Mr. WILSON:

Q. How much does the board owe you now, altogether, according to your best information?—A. I cannot tell you. There is a great deal of work that is unmeasured, and it is a pretty hard matter to approximate, to tell what it is.

Q. About how much work remains to be measured?—A. There is a reservation on B street which I cannot tell the amount of. It was kept back by the auditor in settlement; and there is an amount of work on my large sewer—stone work—which has not been measured. It is hard for me to get at the amount.

Q. Can you not give us an approximation? You have some idea, I presume; give us the best estimate that you can.—A. I do not believe I could come within \$10,000 of it.

Q. If you can come within \$10,000 of it, that would be better than nothing.—A. Taking it at the lowest, I should say \$30,000.

Q. Of unmeasured work?—A. I think so, sir; wait one moment; let me correct myself—no—yes, of unmeasured work, and percentage kept back on the other contracts.

Q. How much of that do you think is unmeasured work?—A. Well, say \$15,000.

Q. Do they owe you anything in addition to that?—A. Well, as I first remarked, in the sweeping contract I contend there is a deficiency in of nearly \$13,000, for not having been paid according to the contract.

Q. What was the contract in regard to the payment?—A. Cash.

Q. They were to pay you cash?—A. Yes, sir; or its equivalent in bonds or certificates of the board of public works to make it cash.

Q. Was that the original understanding between you and the board—that they were to pay you either cash, or that they were to give you enough certificates to make it equivalent to cash?—A. That is the wording of the contract—cash, or its equivalent in bonds or certificates of the board of public works.

Q. Was that the sweeping contract?—A. Yes, sir.

Q. Was there any understanding as to what the certificates should be received at by you?—A. Not at all, sir; there was nothing mentioned.

Q. Is there any other amount due you from the board of public works than this you have already mentioned?—A. On the B-street contract I contend that there is a balance due me.

Q. How much?—A. About \$15,000.

Q. On what account is that?—A. On account of not being paid in cash.

Q. Did you have a similar agreement there?—A. That was cash. I think it mentions cash in there. It is a Government contract. I am not certain; it is to be paid in money, I think.

Q. They paid the money?—A. No, sir; they paid me a portion, and left the balance. They paid in certificates—a portion of those certificates they paid.

Q. You say there is about \$15,000 due you still on that?—A. Fifteen thousand dollars to \$18,000.

Q. Is there anything else due you?—A. I do not remember anything at present. I can give you a full statement of it, if you desire.

Q. Did you get this contract directly from the board, or through the intervention of somebody else?—A. Directly, sir; my B-street contract I did not; that was indirectly.

Q. Whom did you get that from?—A. From a man by the name of Riley. I was running large sewers. I, however, did not get it for myself. I got it for some other parties, but they failed to do the work, and I took hold of it and did it myself.

Q. Who is Mr. Riley?—A. Well, he is a man doing business, I believe, down on B street.

Q. What is his business?—A. Coal business. Thomas Riley, I believe, is his name.

Q. What was the amount of your contract?—A. There were two—the F-street contract and the B street contract; the F street \$18,000, and the B street \$92,000.

Q. You got the B-street contract from Riley?—A. Yes, sir.

Q. Did you get the other from Riley—the F-street contract?—A. Yes, sir; that was a small job.

Q. What consideration did you pay Riley for the B-street contract?—A. The two were included. I forget now. It was a small amount—in



fact. I cannot give you the exact amount; somewhere in the neighborhood of a thousand dollars, I think.

Q. Had he done any work on it?—A. He had, a portion.

Q. How long had he been at work on it when you took it?—A. That I cannot tell you.

Q. Had he done any considerable part of the work?—A. No, sir; I think not.

Q. In what way did you pay Riley for this contract?—A. Cash.

Q. Was it just a thousand dollars that you paid him?—A. No; I cannot give you the exact amount; in that neighborhood.

Q. Did you pay him a thousand dollars, or a percentage?—A. No; I just paid him outright. They had a contract made to him, and I bought the contract. It was afterward transferred to me.

Q. Was it the original understanding that this contract was to be awarded to him and afterward it was let to you, you paying him this amount of money?—A. Let me understand you, sir.

Q. Did you have an understanding with Riley before he got the contract at all?—A. No, sir. I did not know him at the time. He had the contract long before I knew him.

Q. But you got it afterward, paying him a thousand dollars for both of the contracts?—A. Yes, sir; for both contracts.

Q. Are there any other contracts in which you have been interested, which you did not get directly from the board, but which you got through the intervention of some one else?—A. None that came to me directly.

Q. Have you had any other contracts through the intervention of any other person?—A. Not through any intervention. I am doing a piece of work now for another man.

Q. Who is that?—A. Mr. Gregg.

Q. What contract is that?—A. A ten-foot sewer out at the Eastern Branch.

Q. What consideration did you pay for that contract?—A. I gave him  $7\frac{1}{2}$  per cent.

Q. How much have you paid him on account?—A. I have paid all that I owed him.

Q. How much is that?—A. I think it is about \$2,000.

Q. How are you to pay Mr. Gregg?—A. In certificates; such pay as I get.

Q. As they are issued to you, you pay his percentage to him?—A. Yes, sir.

Q. Did you ever get any contracts directly from the board?—A. Yes, sir.

Q. To whom did you make your application?—A. Mr. Shepherd and to the board itself.

Q. Where did you get your contracts; where were you when contracts were made out to you?—A. Here in Washington.

Q. At what point in Washington?

The WITNESS. When I got my first contract?

Mr. WILSON. Well, any of them.

A. I was living in Georgetown then, at the Union Hotel.

Q. I am not speaking of where you were living, but where you were when you got the contract. Were you and Mr. Shepherd together, for instance?—A. No, sir.

Q. Where did you get them?—A. I applied by letter, and the contract was awarded to me.

Q. Was there any bidding for these sewer-contracts that you are

aware of?—A. Yes, sir; there was a bid for B street. I put in a bid for it.

Q. Was there any advertising for bids?—A. Yes, sir

Q. You put in your bid pursuant to that advertisement?—A. Yes, sir.

Q. And the contract was awarded to you?—A. Yes, sir.

Q. What did you get for this Boundary-street sewer? What was the price that was paid for it?—A. There are two or three of the Boundary-street sewers; which one do you refer to?

Q. Well, I will take the one that you are now constructing.—A. We are not working on any of my contracts now.

Q. The one that is in process of construction.—A. We are working on the Gregg contract now.

Q. Very well, I will take that. How much do you get per linear foot for that sewer?—A. I think it is thirty-six dollars and some cents.

Q. How was that thirty-six dollars and some cents made up in fixing the price of that sewer?—A. It was made up on the excavation, on the price of material, labor, &c., I suppose.

Q. Is there anything in their going to make up that amount in regard to discounts on certificates?—A. Not that I know of. When we bid for it we generally make a discount.

Q. Because you have to take certificates?—A. Yes, sir.

Q. Do you know what that is estimated at?—A. No, sir.

Q. You do not know what that was put in at?—A. No, sir.

Q. You did some paving, I believe?—A. Yes, sir.

Q. On what street?—A. B street and F street.

Q. Any other street?—A. No, sir

Q. Did you do any grading?—A. Yes, sir.

Q. Did any other person do grading on these streets before you put your pavement down?—A. Yes, sir.

Q. Who?—A. A man by the name of Hussey.

Q. Anybody else?—A. I think not; I do not think there was, sir.

Q. Which street did Hussey do grading on?—A. He did a portion of the grading on B street, between Sixth and Seventh.

Q. Did he prepare the street for the pavement?—A. No, sir.

Q. How much did he lack of it?—A. O, considerable.

Q. How much excavation did you have to do in order to put down your pavement?—A. A very large amount, sir.

Q. Did you pay for grading?—A. A portion I did; all over and above two feet.

Q. Do you know whether that two feet was deducted from your paving contract or not?—A. Well, I supposed it was. That was my contract. I suppose the engineer deducted it. I think it was so, because he made the remark that there were two feet to be taken off from the depth.

Q. Were you in the employment of the board before you began taking these contracts?—A. No, sir.

Q. You held no office under the board?—A. No, sir.

Q. Had you been a contractor prior to the time you commenced this business?—A. Yes, sir.

Q. I see your contract, which I have in my hand, states that you shall be paid in cash or the equivalent of cash in bonds or certificates of the board of public works, as the said party of the first part may elect; that is to say, as the board of public works may elect. Have they issued certificates to the amount of the work done under this contract, counting the certificates at par-value—at their face-value?—A. Twenty-five thousand dollars they have issued to me.

Q. Is that what the work amounted to?—A. Yes, sir, about that; it is a fraction over it: very close to it.

Q. And your claim, then, is that they owe you the difference between the face-value and the actual market-value of the certificates?—A. Yes, sir: that is it. A portion of these certificates were taken with treasurer's acceptances, payable two months after date.

Q. What has become of those acceptances?—A. I am carrying a portion of them and paying large interest upon them. They have not been paid.

Q. The board has not paid them to you?—A. No, sir.

Q. Are they due?—A. O, yes; past due long ago.

Q. You were the successor of Emmert & Smith in this street-sweeping business?—A. Yes, sir.

Q. Were you sent for by the board of public works with reference to the payment of this \$7,000 order that you had given in favor of these workmen?—A. I was sent for to give my consent to withdraw it.

Q. Was it withdrawn, do you know?—A. I do not know: I think not, however; I think it remains there yet.

Q. At the time that order was given by you, if I understand you, the board owed you that amount of money?—A. Yes, sir.

Q. And they have not since paid you?—A. No, sir.

Q. And if the board is able or willing to pay, you have no objection to these men being paid?—A. Not at all.

Q. I suppose you prefer that they were?—A. I should very much prefer it, sir, I can assure you.

Q. What amount of certificates was put into that property that was purchased?—A. I think \$7,000.

Q. Have you put any other certificates into real estate?—A. No, sir. Understand, I did not do that for myself; no money of that came out my business, whatever.

The committee here adjourned to 10 o'clock to-morrow morning.

WASHINGTON, *May 19, 1874.*

Committee met pursuant to adjournment.

The proceedings of yesterday were read and approved.

W. W. CORCORAN SWORN.

By MR. THURMAN:

Question. Will you please state to the committee anything you know of the payment of taxes in this District in certificates, or of any offers made to you in that respect?—Answer. I know nothing about how they were paid. I only know there was an application made to me to pay me early in November last, and an abatement was offered to me of 16 per cent., instead of that allowed to all other citizens—6 per cent.

Q. There is 6 per cent. allowed by the law?—A. Yes, sir. I had between \$22,000 and \$23,000 taxes to pay, which I intended to pay before the first of January, to enable them to pay the semi-annual interest on the public debt—on the corporation debt.

Q. That was last November?—A. Early in November.

Q. Who was that party who made that offer to you?—A. Mr. James Harlan, former Senator.

Q. Do you know of any other certificates, or were any other certifi-



icates offered to you at any other time ?—A. I never saw a certificate in my life.

Q. Did anybody from New York ever call upon you ?—A. Never. A cashier from New York called upon Mr. Riggs.

Q. You were not present ?—A. No, sir; Mr. Riggs told me.

Q. State the whole transaction, as it occurred between you and Mr. Harlan.—A. Mr. Harlan stated to me that the District was indebted to him for more than \$20,000, and that he could use that indebtedness in paying taxes; if I would give him my tax-bills, he would pay them and bring them to me receipted. I then told him that the corporation allowed the discount of 6 per cent. He said he would make it 10 per cent. in addition to that. He said he would get my bills, have them re-stated, and ask me for no money until he returned the bills to me, receipted by the collector. I intended to do it at the time; I intended to give him some money; but, on consultation with a friend, he said I had better pay my taxes as all other citizens were bound to pay, and not take this abatement; that I had better go and pay the collector myself, which I did a short time afterward.

Q. Did you understand this was a debt due to Mr. Harlan individually, or to the Chronicle office ?—A. To the Chronicle office. He so stated, I think.

Q. You paid your taxes, then ?—A. Yes, sir; on the 29th of November.

Q. Without any other abatement than the law provided—the 6 per cent. ?—A. That is all.

Q. [Handing witness a memorandum.] This is the amount: "November 29th, 1873. For the amount of taxes paid the year ending 30th of June, 1874, \$24,514.88." That is correct ?—A. Six per cent. less.

Q. That was the amount of the taxes ?—A. Yes, sir.

Q. You paid it less 6 per cent. discount allowed by the law ?—A. Yes, sir; that was the memorandum made by my clerk.

JAMES HARLAN SWORN and examined.

By the CHAIRMAN:

Question. State to the committee the circumstances attending this affair with Mr. Corcoran; how you came to make it; and all you know in relation to it.—Answer. The Chronicle Publishing Company had some claims against the District government for printing done for the different executive offices, for which appropriation had been made by the legislature at its preceding session. They were not presented formally for payment, and when sent forward the company was informed that they had no money to pay them with—that the money was all exhausted. This report was brought to me, and I made some inquiry in relation to it, and was informed that if we could find any persons who had not paid their taxes who would pay in their taxes, we could draw the money, to the extent of the appropriation which had been made by the legislature, on our bills. I made some inquiry, and learned of several persons who were still in debt for taxes, among them Mr. Corcoran. I attempted to see these parties, and did see Mr. Corcoran and related to him the circumstances.

I told him that the company needed the money, and could draw it on these claims for which appropriation had been made if the money were paid in, and that I had learned he had some taxes that had not been paid. If he was prepared to pay them, and would do so, it would be an accommodation to us, for we would then be able to draw the money. I told him I did not wish to have him discommode himself to oblige us with-

out any proper consideration, as a business transaction. He inquired whether the taxes that could be paid were general taxes or special taxes. I was unable to answer that question at that time, but told him I would make the inquiry and would let him know. He requested me to do so, and said if it were general taxes he thought he could make an arrangement. On inquiry, I learned it was general taxes that could be applied in that way on the payment of the different executive offices of the District. He first observed to me, "But you have not said what you will allow me for doing this." I told him we would allow him what was a fair rate, and asked him what he would be willing to do it for. "No," said he, "you state your proposition, what you are willing to give." Said I, "10 per cent." Said he, "10 per cent. off the face of the transaction?" I said, "Yes; 10 per cent. off of your bills." Said he, "I believe I would be entitled to 6 per cent. if I paid the money in." Said I, "I suppose you would. We are willing to allow you 10 per cent. off the face of your bills after you pay it into the treasury, and enable us to arrange it." He said he could let us have several thousand dollars—I do not remember the amount—by the last of the week, and that I might call during the last of the week, and the arrangement would be made. He said he would speak to his business man, Mr. Hyde, to furnish the tax schedules. I called on Saturday morning of that week, and then he said that on more mature consideration he had thought it best for him not to have his taxes paid in that way; that he would prefer to pay them before the year was up in the usual way; but, to enable me to know that he had been talking to me in good faith, that he would lend me some money if I wanted it and would secure it. I thanked him, and we separated. That is all that occurred between him and me, personally. A few days afterward Mr. Riggs sent down some tax schedules—partnership schedules—by Mr. Wallach, ex-mayor of the city, stating that Mr. Corcoran was not willing to have his personal taxes arranged in that way, but he did not wish to be in the way of his partners arranging their taxes if they saw proper to do so; and we arranged some of those taxes for them. I may state that the money was not paid into the treasury formally. It was not actually counted into the treasury, and drawn out again, but warrants were drawn for it; and our bills were receipted, and the District government credited with the amount we arranged. I do not remember the amount. The business was not managed by me personally; I was merely consulted in relation to it. My son at that time was managing matters.

By Mr. THURMAN :

Q. These were general taxes that were due?—A. Yes, sir.

Q. And upon the treasury being put in funds for the amount of these taxes, then an equal amount was paid to you upon your bill?—A. Yes, sir; that was the operation.

Q. It was not necessary to go through the formal process of putting the money into the treasury, but that was the substance of the operation?—A. That was the operation. If the taxes were paid, in then the government would pay its debt to us to the amount of the appropriation which had been made. The money was not counted into the treasury, but the draft was drawn for it precisely the same as though it had been.

By Mr. STEWART :

Q. Could not any one pay taxes with warrants?—A. I so understood, and we arranged taxes in that way for several persons—I suppose half a dozen different men—on account of the claim we wished to convert.

Q. Do you know whether you had any superior advantages or facilities for doing it over others?—A. None whatever—that is as far as I know. I was told anybody could do it who could get anybody to pay in taxes, and have claims for which appropriations were made by the legislature.

Q. Did you say the whole of these claims were paid in that way?—A. O, no, sir; not all of them.

Q. By converting those tax-certificates?—A. No, sir; not all of them. Several thousand were paid in that way. The exact amount I could not give without reference to the books.

Q. Did you receive payment of any part of that claim by means of the Market Company, or in any way connected with the Market Company?—A. No, sir; none whatever.

Q. Or of any other claim of the Chronicle Company?—A. None that I think of. I do not remember.

Q. Did Mr. Ordway ever hold any mortgage upon any part of the Chronicle establishment?—A. Yes, sir.

Q. How much was the amount of that mortgage?—A. I do not remember now. It ranged somewhere along from \$9,000 to \$11,000, I think, originally.

Q. I mean Mr. Ordway, the Sergeant-at-Arms of the House?—A. Yes, sir; Mr. Ordway and William E. Chandler were the original parties.

Q. How was that mortgage paid?—A. I do not know that it has ever been paid.

Q. Did not you procure, or did not Mr. Ordway, as president, or whatever position he occupied in the Market-House Company, give you a check in favor of Governor Cooke for \$10,000, or something like that amount?—A. I think not quite that. Mr. Ordway was anxious to get some money on some notes that he held against the Chronicle Company, made before I had any connection with it, and mentioned the matter to me. I ultimately succeeded in borrowing some money for him; and the notes and mortgage were transferred to the party who loaned the money.

Q. The question I asked you was whether you did not get from him a check for \$10,000, or thereabouts, in favor of Governor Cooke?—A. Not that I remember. My memory of the transaction is this: that he arranged for the money with Governor Cooke, but I understood him his brother, Jay Cooke, loaned the money. Governor Cooke drew a check for the money; that is my impression, and that I took his check to Ordway, and took up the notes and mortgage held by Mr. Ordway, and handed them to Henry D. Cooke, to be by him transferred to Jay Cooke & Co.

Q. Was not this the transaction? Did not Mr. Ordway, as an officer of the Market-House Company, give you a check payable to Governor Cooke, and for ten thousand dollars, or thereabouts, of the poor-fund that was to be paid by the Market-House Company, or \$25,000 poor-fund, on account of that?—A. I think not. I only remember of one check. I do not see how he would give any other check. My memory is that Governor Henry D. Cooke handed me a check payable, I think, to Ordway, or order, for the amount of these notes and interest, and that I carried that check to Mr. Ordway, and gave it to him, and took up the notes and mortgage which he held against the company, and carried those papers to Mr. Henry D. Cooke, and handed them to him, he stating that he had procured the money of his brother, Jay Cooke, and I suppose he turned the papers over to him.

Q. You say Ordway gave a check?—A. No, sir; I did not say that.



I say my impression is Henry D. Cooke gave a check, payable to Ordway. It may have been made payable to me, for aught I know, but I think it was made payable to Mr. Ordway direct.

Q. Try and refresh your recollection whether Mr. Ordway did not, either by check or in some way, pay over to Henry D. Cooke, as governor of this District, \$10,000 of that poor-relief fund.—A. Not that I know of; that is, I do not remember anything of the kind. I do not see why he would have done so to me in our transaction.

Q. Let us see about that. Suppose he did pay it over to Governor Cooke in that way, and then Governor Cooke paid your bill—\$10,000 on your bill with that sum of money—might not that account for the business?—A. He might have gotten the money from any source he chose. I do not know where he got the money. I understood from him he got it from his brother—his brother, Jay Cooke.

By Mr. STEWART:

Q. Was your mortgage released?—A. No, sir. A part of it has been paid since. That is, I do not suppose it is. It was not a mortgage given by me.

Q. Were the notes still after that held against the concern?—A. Some of them were still outstanding, as I understand. Part of them were paid afterward by the company.

Q. I mean by that particular transaction.—A. I think one or two of these notes were taken up by the company.

Q. Were the notes taken up at that time?—A. No, sir, not at that time. We simply borrowed the money of Henry D. Cooke, with which we lifted the paper held by Ordway against the Chronicle Publishing Company, and turned over those notes and papers. They were not the notes signed by me or anybody in the company. They were signed by John M. Morris, at that time a clerk in the Senate. It was a transaction of his which came to my knowledge after I formed a connection with the company. We took up Mr. Morris's notes which were secured by a mortgage on the property of the Chronicle Company, and handed them over to Mr. Henry D. Cooke for the face of the notes and interest which had accrued up to that time.

By Mr. STEWART:

Q. Your statement is simply this: You borrowed the money of Mr. Cooke. He furnished the money you paid to Ordway and took the securities out of his hands and placed them in the hands of Henry D. Cooke?—A. Yes, sir; that is the transaction.

By Mr. THURMAN:

Q. Did you have any conversation with Ordway about the mode of raising the money?—A. I had a great deal of conversation with him. I told him that we were not ready to pay the money just then. He stated various reasons why he wanted the money. He said that he was in debt to somebody in New Hampshire, and wanted to carry the money with him when he left Washington. There was a great deal of other conversation, such as occurs between men doing business of that sort. I remember that in talking with Henry D. Cooke, in relation to it, he mentioned him, and told me why he wanted the money. He stated that he wanted it to pay to Mr. Ordway. He said he wished Mr. Ordway would pay his taxes; that he owed the Government some taxes, which he wished he would pay.

Q. Did you apply to Mr. Henry D. Cooke for money as a loan?—A. Yes, sir.

Q. Did he loan you money as soon as you applied, or was it some little time afterward?—A. No, sir; not immediately. He said he would think about it, and would if he could. He would like to oblige us, and all that. I think I saw him, perhaps, as many as two or three times before we got it arranged.

By Mr. THURMAN:

Q. The security, then, that Henry D. Cooke was to have, and Jay Cooke & Company were to have, if they loaned the money, was these same mortgage-notes?—A. Yes, sir; of John M. Morris.

Q. Did Mr. Ordway indorse those notes over?—A. No, sir; I am quite sure about that, because I asked him to, and he said no, he did not wish to; that it was unnecessary. I do not think they were indorsed.

Q. And did they lend \$10,000 on such collaterals without their being indorsed upon?—A. I do not remember the amount.

Q. Whatever it was?—A. They loaned the money with security—several thousand dollars.

Q. Did Mr. Ordway assign the mortgage to them?—A. I do not remember about that.

By Mr. STEWART:

Q. Had the notes been indorsed so that the property could be transferred on delivery, or were they made to Ordway?—A. I do not remember whether I read the notes at all or not, except to know they were notes made by John M. Morris. In talking with Mr. Cooke, I remember he asked me for security. I remember this, that Mr. Cooke asked me what security we could give, and I told him of these notes and the mortgage which was given to secure their payment. He asked me to take up the notes, and bring them with the mortgage to him for him to look at them. I did that.

Q. Did you give any further notes or indorsements?—A. No, sir; I think not. He asked me to bring them to him to look at them; he looked at the notes and at the mortgage, and gave me a check. I brought him the paper to look at; he then gave me a check, and I went back to Ordway and told him I could pay him, and asked him to surrender to me the paper, and he gave it to me.

By Mr. THURMAN:

Q. Mr. Cooke took no note from you or the Chronicle Company?—A. No, sir; I think not. I do not think we gave any other note.

Q. And took no indorsement of Ordway of notes?—A. No, sir; I remember of asking Ordway to indorse the notes, and he said they did not need to be indorsed; that it was not necessary. He said the holder of the notes could collect them.

Q. Did Ordway deliver up the mortgages as well as the notes?—A. Yes, sir.

Q. Then the money you received from Mr. Cooke paid off the mortgage?—A. It was in effect a loan to us, and paid off so far as Ordway was concerned.

Q. It was what was due on the mortgage?—A. Yes, sir.

Q. And the effect of the transaction was that Henry D. Cooke bought the mortgage and notes?

Mr. HUBBELL. The witness was the agent in the transaction: Cooke bought the mortgage.

Mr. STEWART. If the notes were payable to bearer, no indorsement was necessary.

By Mr. STEWART:

Q. You wanted further time?—A. Yes, sir.

Q. And you got this man to buy the notes and mortgage?—A. Yes, sir.

By Mr. THURMAN:

Q. Is that mortgage still outstanding, or has it been paid off?

A. Some of the notes have been paid, and some of them, I think, have not been. I do not think they have all been paid. There have been payments made from time to time on them. I think probably one or two notes have been taken up. There were several notes.

Q. You understood that Henry D. Cooke acted for Jay Cooke & Co.?—

A. He told me so. He told me it was Jay Cooke's money.

Q. Do these notes, or either of them, appear in the assets of Jay Cooke & Co.?—A. I think they do. I am not sure about that. I think, however, in looking a schedule of the Washington and Potomac railroad firm that I saw some notes of John M. Morris in the published schedule, which I suppose to be some of these notes.

Mr. CORCORAN. I would like to state to the committee that these taxes that I paid were not taxes in arrears. They were paid by me in November. They are not due until July next—July, 1874. They were not overdue taxes.

Mr. THURMAN. So we understand.

Mr. CORCORAN. I wanted the matter understood. I was not unwilling to pay my taxes.

Examination of Mr. JAMES HARLAN resumed.

By Mr. STANTON:

Question. You were not a member of the Chronicle Company at the time of this transaction in which the mortgage was given on the Chronicle property?—Answer. No, sir. I think the notes were given before the company was incorporated—when John M. Morris was the sole owner of the property of the Chronicle Company. I think he gave the notes and the mortgage on the property, and that the company was incorporated afterward. That is my recollection of the matter.

Q. You are quite clear, however, that the indorsement of Mr. Ordway upon that paper was not necessary in order to transfer back?—A. I have a very distinct memory that I asked him to indorse the notes, and he observed that it was not necessary at all; that the holder of the notes and mortgage could collect the notes. I do not remember that I read them at all.

Q. Under our form of security here, the lien of a mortgage passes with the transfer of the paper?—A. I am under the impression that Mr. Ordway so said in explanation of his declination to indorse.

Q. On what property was this mortgage given?—A. I could not state exactly what, but I think on presses and other property.

Q. On all personal property of the newspaper company?—A. I do not know what proportion of it. It was on some of the presses, at all events, and property of the company.

Q. And the advance was made to the company by the banking firm of Jay Cooke & Co., and they took the securities—that was the transaction?—A. I am not sure about its being the firm; the arrangement was made with Henry D. Cooke, and he observed at the time that the money was Jay's that he was letting me have.

By Mr. THURMAN:

Q. About what time was that?—A. I think it must have been a year since—nearly two years, I think.



Q. What office did Mr. Ordway then hold in the Market Company?—A. I am not sure; I have an impression that he was president of the company.

Governor SHEPHERD. No; he was superintendent; he was never president of the company; he was managing director. Matthew G. Emery was the president.

Mr. STANTON. Mr. Ordway has testified here as to the interest he had in the Market-House Company.

The CHAIRMAN. He was not inquired of in regard to this transaction.

Mr. STANTON. No, sir—merely as to his position in the Market-House Company—the extent of his control over it.

The committee here took a recess until 2 o'clock.

2 O'CLOCK P. M.

On the committee reconvening,

WRIGHT RIVES recalled.

By Mr. THURMAN:

Q. Have you made any more examinations in regard to measurements of the improvements in this city, and the amount paid for them compared with the amount of work actually done?—A. I have written out the examinations I have made previously. I have made but one or two new examinations.

Witness then read the following statement:

Governor's Answer, page 411: Connecticut avenue, H to I and K to Boundary. Report Board Public Works, 1873, page 84, No. 42: United States paid \$104,266.27; the property-holders paid \$23,638.08; making \$127,904.35 as the total amount the board of public works received in money for the street. But since the whole cost of the street was \$110,575.43, we deduct from the above, and we have \$17,328.92, which represents the money actually received beyond the cost of the street. But the general fund has been charged with \$47,276.15; add to the above, we have \$64,605.07 as the amount charged beyond the cost of the street. If we examine page 84, Board of Public Works, 1873, we will see that the United States has been charged with only \$39,661.20; subtracting this from amount paid by United States, \$104,266.27, and we have \$64,605.07 as the amount overpaid by United States. Now, since the United States paid \$104,266.27, we deduct it from the actual cost of the street, \$110,575.43, and we have \$6,309.16 as the amount to be paid by the property-holders. Divide this by the number of feet of taxable property, and we have the amount to be paid for per front foot by the property-holders, (leaving out fractional part of feet,) and we have \$0.86.49 as the rate per front foot that ought to be charged to the property-holders; deducting this from the amount charged in the table, \$3.24.07, and we have \$2.37.58 as the amount overcharged per front foot.

By Mr. THURMAN:

Q. Before you pass from that, how do you get the amount of the actual cost of the improvement?—A. By referring to the Report of the Board of Public Works for 1873, on page 86, Mr. Forsyth's table, in which there the total cost of the street Mr. Forsyth sums up as \$110,000 and some odd cents, of which the United States was only charged with \$39,000. But examining the Governor's Answer, we find the United States has actually paid \$104,000, instead of \$39,000.

Q. That is Connecticut avenue?—A. Yes, sir.

Q. Does the table of Mr. Forsyth purport to include any improvements opposite Government property?—A. There is a reservation on Connecticut avenue, a small reservation—Eighteenth and M, I think, they call it. It is on the map on the left-hand side going up. That \$39,000 embraces a charge of Government property.

Mr. THURMAN. Proceed with the next.

Market-space, Seventh to Ninth street: Governor's Answer, page 437; Report of the Board of Public Works, 1872, Table X; contracts Nos. 107 and 145, United States charged with five-sixths of 2,592 square yards of wood pavement, 2,160 at \$3.50, \$7,560; 370 feet of sewer, at \$4.70, \$1,739.00; curbing, 320 feet, at \$1.50, \$480. If we examine

Table X we find 169 feet of curb, at 80 cents, \$135.20; 538 feet old resetting, at 25 cents, \$134.63; hauling curb, \$8.76; making in all \$244.13 as the whole amount for new and old curb and resetting. Deducting from the above, we have \$235.87 as amount overcharged on curb. The whole amount of wood pavement laid is 2,353½ square yards, at \$3, \$7,060. In the Governor's Answer we see that it is charged that 2,592 were laid, and that the United States paid for five-sixths, 2,160 square yards, at \$3.50, \$7,560. Subtracting from the above we have \$500. That is, the United States paid for five-sixths of the wood pavement laid, and paid \$500 more than the cost of the whole wood pavement. From the above we see that the United States has paid, or rather been charged for their proportion of the improvement, \$932.91. In the Governor's Answer, the United States has paid \$9,779 as their portion for the same work. To this add the general fund, \$4,322.17, and one-third property-holders, \$2,627.35, and we have \$16,728.52 as the amount collected and charged to the street. Deducting from this the actual cost of the street, (5 per cent. being added,) \$7,882.61, we have \$8,845.91 as the amount charged and collected beyond the cost of the street. Now if we add what the United States paid, \$9,779, to what the property-holders were assessed, and which is actually money, since tax-liens have been issued for the same, we have \$12,406.53 as the amount actually collected in money for the cost of the street. Deducting from this the actual cost of the street, (5 per cent. added,) \$7,882.61, and we have \$4,523.92, as the amount of money actually collected by the board of public works beyond the cost of the street. Now if from \$9,779, the amount paid by the United States, we take \$7,882.61, the cost of the street, we have \$1,896.39, the amount paid by the United States beyond the cost of the street; divide this by the number of taxable feet of property, 389 feet and 4 inches, and we have \$4.87, which represents the amount that should be paid to the property-holders per front foot. This seems strange, that the street should be paved with wood and that the board of public works should pay to the property, instead of the property paying to them. \$4.35, as stated in the table; but the fact must be borne in mind that the United States has been compelled to pay for a sewer that was put down by the property-holders themselves, and since the board of public works has made the United States pay \$4.70 per front foot for the same it is but just that it should be returned to the property-holders. The rate per front foot, \$4.35, as stated in the table, is wrong; it should be \$6.75<sup>16</sup>/<sub>100</sub>, a difference of \$2.39<sup>100</sup>/<sub>100</sub>; that is, the property should be charged this much more than stated in the table.

Pennsylvania avenue, Fifteenth street to Rock Creek: Governor's Answer, pages 414-422, Report of the Board of Public Works, 1872, table; United States charged with 22,545 square yards of brick pavement, at \$1, \$22,545. If we examine the table we find 12,599 square yards new bricks and 10,245 square yards old bricks, making in all 22,545 square yards. But the new pavement cost \$11,389.80 and the old \$2,561.25, making in all \$13,951.05. Subtract from the above and we have \$8,593.95 overcharged on pavement. Curbing, 11,907 feet, at \$1.50, \$17,860.50. In the table the whole amount of curb charged, new and old, and resetting, \$9,860.30. Deduct from the above and we have \$8,000.20 overcharged. Cobblestones taken up, 15,409 square yards, at 15 cents, \$2,311.35; in table, 40,451 square yards, \$6,065.67, a difference of \$2,245.68. Sewers, 7,084 feet, at \$4.70, less two-thirds, \$22,201.23; in the table, for the curb, we find no sewers laid by the board of public works. All the sewers in the street were laid by the old corporation. Concrete, 17,017 square yards, at \$3.20, \$54,454.40. If we examine contract No. 41, pages 243 and 341, Governor's Answer, we find that the total amount received was \$44,454.40, an overcharge of \$10,000. In the table we find that the whole charge to the United States is \$116,097.02. Now, on page 414, all after 700 feet of sewer is to be charged to this avenue. Adding, we have \$263,877.25; taking two-thirds and we have \$175,918.17; deducting from it the charge in the table, and we have a difference of \$59,821.15. In testimony, page 1673, we see Mr. Oertly makes the total cost of Pennsylvania avenue, from Fifteenth street to Rock Creek, to be \$150,650.16. Subtract from this the amount of \$116,097.02 in the table of the report of the board of public works, 1872, which report was made to the President for transmittal to Congress, and we have a difference of \$34,553.14.

Seventeenth street, from New York avenue to M street. (Report Board of Public Works, 1872; Table XXXI, Governor's Answer, pages 398 and 434.)

If we examine the table we will see that the United States has been charged with \$9,667.20 in front of the War and Navy Departments; but on page 398 (Governor's Answer) we see that the United States has paid \$10,628.80 for concrete alone at the War Department, and on page 434 it is charged for side foot-walks, excavation, sewer, sodding, and curbing. So Table 31 must be wrong, as the United States paid more than is stated in the table; and since the true amount was not deducted, the rate per front foot, as charged to the property-holders, is too high. We also find, for the same street, that the sewerage from New York avenue to canal is charged to the United States at \$14,255.10. Contract No. 245, sewer west side Seventeenth street, New York avenue to canal, \$3,848.92. Also, on page 398, Governor's Answer, 2,136½ macadamized pavement from New York avenue to E street, at \$1.50, \$3,205. This same work was completed at a later period at a cost of \$7.00 per square yard, and was paid for in

full. Since the stonedel was finished, a deduction ought to have been made, and not \$4.70 paid per square yard.

Fifteenth street, Pennsylvania avenue to B street, Governor's Answer, pages 427 and 450, Report of the Board of Public Works, 1873, page 81. (No. 51.)

The report states that the United States has only been charged with \$7,903.20. If we examine the Governor's Answer, we will find that the United States has paid for 6,610 square yards wood pavement, at \$3.50, \$23,135, and with 3,362 square yards asphalt sidewalks, at \$1.35, \$4,538.70; curb, brick pavement, and sodding, \$6,594.71. Assuming \$6,000 for grading a low estimate, and we have \$40,268.44 as amount paid by United States.

City-hall reservation, (on G street and Fourth street,) Governor's Answer, page 433. Contract No. 204, pages 253 and 344. Sewer on G street, 700 linear feet, at \$4.70, \$3,290. Contract No. 204, whole cost of sewer, \$1,574.32, a difference of \$1,715.68.

Massachusetts avenue, New Jersey avenue to Boundary, Governor's Answer, page 412, sewers, \$36,425; two-thirds of this was paid by the United States, \$24,283.34. Report of the Board of Public Works, 1874, page 154. Same sewer, whole cost, \$22,223.47; the United States pays two-thirds, \$14,815.65. Deduct from the above, and we have \$9,467.69 as the amount overcharged on sewer.

Massachusetts avenue, New Jersey avenue to Lincoln Square, Governor's Answer, page 412, 49,400 cubic yards grading and haul for same, \$24,700. Contract No. 243, which is the contract for the above, the whole amount received by contractor, \$23,702.42—a difference of \$997.58.

Vermont avenue, I to Fourteenth-street circle, Governor's Answer, page 415, Report Board Public Works, 1872, Tables XXXV and XXII.—Sodding 4,025 square yards, \$2,012.50; United States, 5,740 square yards, \$2,870; brick pavement, 2,792½ square yards, \$2,035.32; United States, 5,834 square yards, at \$1, \$5,834; curb, new and old, 2,583' 9", \$3,766.55; United States, 3,960, at \$1.50, \$5,940, a difference of \$2,173.45; 2,130 of sewer, less ½; 1,420, at \$4.70, \$6,674. Report Board Public Works, 1872, Table XXII, total cost, \$5,313.74. Take two-thirds of both, and we find that the United States has paid \$907.17 too much. If we examine the Table XXXV, we will find that the United States has not been charged.

Twelfth street and Pennsylvania avenue to Potomac River, Governor's Answer, page 405, Report Board Public Works, 1872, Table XXVII, contract No. 23,—1,500 feet of sewer, at \$4.70, \$7,050; United States pays the whole in table. Total amount of sewer, \$12,929.03, and this whole amount is charged to the property, and no deduction for United States. The board of public works, therefore, received beyond the cost of the sewer the amount paid by United States, \$7,050. First street, northwest, Pennsylvania avenue to B street north, Governor's Answer, pages 403-447.

733 feet of curb, at \$1.50.....	\$1, 099 50
258 square yards brick pavement, at \$1.....	258 00
590 feet curb, at \$1.50.....	885 00
3,111 square yards cobble-stones taken up, at 15 cents.....	466 65

Making, in all..... 2,709 15

These amounts should not be charged to United States, as the curbs and brick pavement were furnished, set, and laid by the Architect of the Capitol, and the cobble-stones were removed by the contractor without charge.

New York avenue, Ninth to Fifteenth street, Governor's Answer, pages 399, 413, 414, 441, contracts 190 and 191, Report Board of Public Works, 1872, Tables XXIV and XXVIII. If we examine these we find that the United States has been charged with and paid for 2,718 feet of sewer, at \$4.70, \$12,774.60. In the table, cost of same, \$8,173.90; deducting from the above, we have a difference of \$4,600.70. Curbing to United States, 9,372 feet, at \$1.50, \$14,058; in the table, 9,372 feet, and hauling for the same, \$11,873.73, a difference of \$2,184.27. United States charged with 5,796 square yards brick pavement, at \$1, \$5,796; in the table 5,796 square yards of old and new, as follows: 4,321 of new, at 80 cents, \$3,722.80; difference in price of 19,000 brick, at \$2.50, \$47.50—\$3,500.30, for new pavement; 1,475 square yards of old pavement, at 25 cents, \$358.75; adding, we have \$3,869.05 as the total amount paid for pavements. Deducting the above, we have \$1,926.95 as the amount overcharged for pavements. But since the United States only pays two-thirds of the same, we take two-thirds of \$3,869.05—\$2,579.94. Deducting this from amount paid by United States, two-thirds of \$5,796.00, we have \$1,284.06 as the amount overpaid by United States on pavements. United States charged with 28,001 square yards concrete, at \$3.20, \$89,603.20. In table, 28,001½ square yards of concrete and vulcanite. But this includes also 2,236 square yards vulcanite sidewalk. The cost of the whole in the table amounted to \$84,890.11, and two-thirds of this, the amount that ought to be charged to United States, \$56,593.41. Deducting from amount paid by United States, we have \$3,142.39 as the amount overpaid by United States on concrete. United States charged with 6,541 square yards sodding, at 50 cents, \$3,270.50. In table, 4,472, at 50 cents, \$2,236.00, a difference of \$1,034.50. United States charged with 308



square yards for sidewalk, at \$1.50, \$150.00. The square yards for sidewalk, at \$1.50, \$150.00. Now these sidewalks only cost \$1.50 per square yard, but are included in the total of charges as stated previously, \$4,141.34, same yards of grading at 20 cents, \$9,150.00; hauling for street, at 10 cents, \$4,141.34, making total, \$14,000.00. In table No. 24, whole amount of grading is \$4,000.00; whole yards, 14,000.00; haul, \$392=\$4,771.69. Subtracting from the above and we have an overcharge to United States of \$1,201.51. The whole United States charges on the only \$14,000.00, Commissioners Answer, page 116, is \$14,500.00, making an overcharge of \$1,201.51.

By Mr. THURMAN:

Q. Was there not some work done after the date of the report of the board of public works in 1872 and before the preparation of the governor's answer, on that avenue?

The WITNESS. From Sixth to Fifteenth street.

Mr. THURMAN. Yes.

The WITNESS. Not to my knowledge.

Governor SHEPHERD. I should like to ask Mr. Rives under what appropriation that \$91,000 was paid.

Mr. THURMAN. Perhaps the witness had better go on and make his statement before any questions are put to him. [Witness resumed the reading of his statement as follows:]

My Grandfather in his testimony, page 1077, stated that the amount paid for the same was \$3,189.92, a difference of \$68,247.57 from his former charges, since he has stated in his testimony that he made the charges against the United States. The amount \$14,939.45 was the amount sent to the President as the true amount.

Pennsylvania avenue, First to Seventh east, Report board Public Works, 1-73, page 156; Governor's Answer, page 427. If we examine this table we will find 43,112 square yards of wood pavement at \$3.50=\$150,892. Now if we examine contract No. 583, pages 290 and 352, we see that the contract reads, to lay the wood pavement (De Golyer) from First to Eighth street, and to extend through and around reservation on Pennsylvania avenue and C street, southeast, and that there was paid for the same, \$150,892. Now there should have been deducted from this 43,112 square yards wood pavement, the amount from Seventh to Eighth street, amounting to 5,000 square yards, and this is a reasonable estimate, leaving only 38,112 to be charged in the table, and that the private property was charged \$17,500 too much.

By Mr. MATTINGLY:

Q. When was this prepared? I only want to know whether it was prepared after the explanation by Governor Shepherd of the statement in the Governor's Answer. There is a typographical error in the answer, which has been explained by the governor.

The WITNESS. I have not seen that explanation.

Q. You have never seen that?—A. Yes, sir.

Mr. MATTINGLY. That is all. I simply wanted to know whether you had seen the explanation or not.

[The witness resumed the reading of his statement, as follows:]

United States Board of Public Works, Report of Board of Public Works, page 427 Governor's Answer: Pennsylvania avenue, Seventh to Eighth street east, the United States is charged for 3,768 square yards wood pavement, through the square, at \$3.50, \$13,538; and this is part of the same wood pavement contained in the 43,112 square yards; United States charged with \$18,150.80 for sewers, two-thirds of this. In table, whole cost of sewer \$10,935.48, two-thirds of this, \$6,699.92; deduct this from the above, and we have \$5,416.88 overcharged to United States.

New York avenue, Seventh to North Capitol street, Governor's Answer, page 414; Report of Board of Public Works, 1-73, pages 168 and 169. In table, whole amount of curb, new and old, 7,619 feet; United States, 12,574. Macadam pavement, table 27, 413 square yards; United States 2,762, a difference of 207 square yards. Sewer 4,613 feet, at \$4.70, \$21,822.10; United States charged with two-thirds of this, \$14,547.97. But in Report of Board of Public Works, 1-73, page 168, same sewer, whole cost \$17,461.32. United States two-thirds, is \$7,530.75; deduct from the above, and we have \$7,017.22

charged to United States.

Yes, sir, your honor.

June 1, 1870—East of A. W. L. A street, of width 4 in. from the curb to the curb, a straight line drawn from a point at the end of the street to the curb, and the width

west line of said lot, from the southernmost corner to a point at the end of 60 feet measured west on the northeast line of said lot from the easternmost corner thereof, and the land belonging or appertaining to the said lot lying next thereof, as recorded April 8, 1830, in W. B. 33, folio 135.

Record book in surveyor's office reads as follows: Square W. 14, lot 2; front feet, east, 70; square feet, 6,917. W. B. Todd.

By Mr. BASS:

Q. All these items in regard to sewers, as I understand you, are made up by you with reference to this charge of \$4.70, as being a fair average charge?—A. Yes, sir.

Q. And these items you have selected are items where, in fact, the sewer has cost less than \$4.70?—A. Every place I took it I took the actual table of sewers.

By Mr. MATTINGLY:

Q. Have you taken in all these cases in which the amount paid by the United States per linear foot of sewer is considerably less than cost?—A. I never noticed one of that kind. I just took simply the sewer-tables, so everybody can see it to be correct, and easy reference. I did not go outside at all.

New York avenue, Ninth to Fifteenth street. Along this line, three intersections 1. Between Tenth and Eleventh streets. 2. Between Eleventh and Twelfth streets 3. The sharp angle in front of Gurley's Church, between Thirteenth and Fourteenth. These three spaces contain in all about 28,000 square feet; but on page 12, Report Board Public Works, 1873, items Nos. 7, 8, 15, and 16, the surveyor of the District measures these spaces and sums up a total of 64,660 square feet in these three triangles; and on page 22, (items Nos. 41, 42, 49, and 50,) W. L. Morgan, tax-clerk, appraises these angles, aggregating a value of ground in them of \$87,882. The board thus honors these spaces with the title of reservations, while taxing the main part of street with funds under the head of improvements of avenues, (two-thirds of whole cost.) It levies also from General Government for improvements in front of United States property, and claims beside ten mills for main sewerage, based on the surveyor's expanded areas. The following charges are made, (see Governor's Answer, page 398 :) Reservation corner New York avenue and church, \$7,989; reservation, New York avenue and Twelfth street, \$11,141.75; New York avenue and Tenth street, \$750.40; page 440, reservation at New York avenue, Thirteenth and H streets, \$6,501; making a total of \$26,382.15. Page 441, New York avenue, Tenth and I streets, \$19,146; United States, \$2,670.40, (see Table I, streets, Report Board of Public Works, 1872,) making, in all, \$48,198.55. The actual area of the newly made reservations pays, to begin with, a tax of \$9.93 per square foot for pavement (see Oertly's testimony, page 1674) along their frontage, no sodding or fence being in bill. This street was finished in 1872, and in Report Board Public Works 1872, Table XXIV, we find the cost of the street figured up. In Table XVII we find full bill of sewers in this avenue, and a recapitulation as follows: Total cost of street, \$113,297.94; sewer, \$8,173.90—\$121,471.84. This account (Governor's Answer, page 413) is mixed up with other parts of the avenue, entirely disconnected from it, by Treasury Department. Treasury Department grounds on one side and Mount Vernon Square on other side. We part this amount easily from the rest, and foot up \$137,572.80, of which two-thirds is charged to United States—\$91,715.20. From this deduct for former measurements under this head, page 414, \$22,939.45, (two-thirds of this is deducted in the Governor's Answer,) and we have \$68,775.75, equal to the total charge for avenue, without claim for main sewerage; add for adjoining reservations as above \$49,430.45, and we have \$118,215.30. According to this the United States pays two-thirds, and pays within \$3,256.54 of the total cost of the street, as stated in the Governor's Answer. But if we compare the Governor's Answer with the table, we will find that the United States has paid the following amounts more than the cost of the same, as stated in the table, viz: Sewers, \$3,067.13; curb, \$1,456.18; brick pavement, \$1,244.63; concrete, \$5,229.03; sodding, \$689.64; tar sidewalk, \$715.35; grading, \$4,862.54; making, in all, \$17,304.54. Deduct from this \$3,256.54, and we have \$14,047.96. That is, the United States has paid this amount beyond the cost of the avenue to the board of public works. Now, if we examine the table we find that the board of public works have collected from the property-holders \$33,609.87 for the cost of the street; add it to the above, (\$14,047.96,) and we have \$47,657.83. That is to say, that the board of public works have collected this amount in money beyond the cost of New York avenue, from Ninth to Fifteenth street.

By Mr. MATTINGLY:

Q. As I gather from your cursory reading, you say that the Government has paid \$14,000 in excess of the cost of New York avenue from

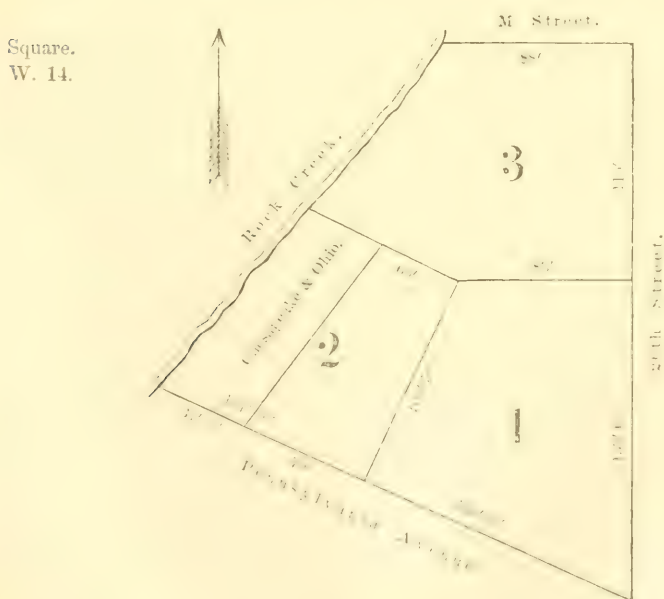
Ninth street to Fifteenth street?—A. Yes, sir. I examined Mr. Oertly's tables. I do not know whether there is any use of referring to them, but I will say that I have gone over them, and I find he has left out a good many things where money has been paid. The length of this street is wrong. He has left out square west of Fourteenth street. On Pennsylvania avenue, for instance, in the testimony, page 1673, he has got 5,937 feet of private property. The total amount of private property is 6,031 feet 9 inches. I went over it very carefully. I referred to the plat-book published by Congress in 1852, and also the new plat-book which is certified to by Mr. Forsyth, and also examined the official records in the surveyor's office.

By Mr. STEWART:

Q. Did you take the same basis that he did? There was some testimony here to the effect that in measuring along the streets they left out property not taxable, such as churches, school-houses, &c., and charged it to the other property. Now, how is that arranged so as to increase the number of feet proportionally to make it up to the number of feet—  
A. It increases the amount to the foot.

Q. Did you examine that to see how that was done?—A. Yes, sir: I will illustrate a case. Here is an illustration, [handing Mr. Stewart a diagram.] That is the square west of Fourteenth street. That is the greatest number of feet in any square. Get a report of the board of public works for 1872, and you will find that there are some thirty feet difference in that square. Now, he has taken thirteen feet nine inches instead of the seventy feet.

[The following is the diagram exhibited to Senator Stewart: ]





That is for the Chesapeake and Ohio Canal Company. They wanted a tow-path and had that condemned. Mr. Oertly put in the frontage of the tow-path instead of putting in the private property. I have examined it, and the same number of square feet is charged in the lot that is on the square west of Fourteenth street.

Mr. MATTINGLY. How many feet does he make on that square?—A. Thirty-eight. He takes 13 feet 9 inches, and I take 38 feet 3 inches. He ought to add 70 feet to that.

Q. He makes the measurements, there, less than you do?—A. Yes, sir; it should be more.

Q. How does that affect the general result? I should think that would increase the difference.—A. That will affect it in this way: He had a certain amount of money to expend, and he made his work correspond to it.

Q. That is your idea of it?—A. Yes, sir; after examining that table.

Q. Would it not, in point of fact, have just the contrary effect?

The WITNESS. In reference to that portion?

Mr. MATTINGLY. In reference to his statement as to the cost of the work.—A. I think my statement—this table is to rebut my statement. Mine was plain and clear: I refer to everything and every page.

Mr. THURMAN. Mr. Mattingly, I think you had better let the witness go through with his statement, and then you can subsequently enter upon a cross-examination.

The WITNESS. He refers to New York avenue and different avenues, and I have stated it here, and you see the different charges, and consequently there was this amount out. And again, he has charged—if you will examine that table—take, for instance, page 1672, north of Fifteenth street, six-tenths of an inch—39 feet. That is one of those Government spaces—what they call such. Now, that is entirely covered by a wood pavement. The property-holders paid one-third of that pavement; the General Government pay two-thirds. Therefore, the whole of it is paid for. But he comes in and divides with this portion of his, and multiplies that same area—39 feet alone on the avenue—by \$6.76, and makes a cost of about 40 square yards of pavement—pretty near \$500. I think that is about 40 square yards on that space on Connecticut avenue. We get the total cost of P-street circle, curb and concrete, is \$25,451.20. If you refer to page 406 of the Governor's Answer, you see concrete alone, two-thirds of it cost \$29,000. He has got Slash Run sewer at Eighteenth and T streets. The Slash Run sewer is paid for by this general sewerage law. Then, again, the United States has been charged for it in the governor's bill of \$2,000,000. In Louisiana avenue, he has added to that. He has added the triangle between Ninth street and Pennsylvania avenue. They are entirely separate and distinct. In reference to his sewerage tables on page 1639, I have examined it carefully, and he should deduct from that all these main sewers. The cost of these main sewers was collected from the property-holders. That is by a tax of 10 mills in Washington and 7 mills in Georgetown; and, while speaking of it, they propose to collect some \$40,000 from Georgetown for their sewer. When you come to multiply the number of area feet in Georgetown the private property—by sewer mills, you get \$170,000, and some deductions, so they collect three times as much as they ought to.

Then again the sewers have been charged, as for instance B-street sewer, Slash Run, this portion in reference to Connecticut avenue, and the Tiber sewer in front of the Botanical Gardens against the United States: and yet again, in this bill of \$2,000,000 that is sent to the

Government for general sewerage, there is Slash Run sewer and some sewers that have been paid for, three times, you might say, or have not been paid for, but have been paid for twice, and the bill sent to Congress for the third time.

Now, deduct from those tables these main sewers, they foot up \$222,974.87 on the Government side, \$323,972.38 on the private property side, and deduct one from the other and we have \$100,411.62. Mr. Gerty in his statement states that the private property paid about \$1,000 more than the General Government, whereas, you make these deductions, and the United States has paid \$100,411.62 more than the private property.

Governor SHEPHERD. Are you not mistaken there? The board of public works, he says, had paid \$1,000 in excess.

The WITNESS. That is what I meant to say.

Governor SHEPHERD. You said the private-property owners.

The WITNESS. I meant to say the board of public works. The board of public works have paid about one thousand dollars more, but making these deductions and the United States—

Governor SHEPHERD. Where make those deductions?

The WITNESS. Strike out main sewerage.

Governor SHEPHERD. Why strike that out; would it not be best to wait until the Government makes the appropriations and then deduct it?

The WITNESS. The assessments were made on private property for those sewers.

Governor SHEPHERD. For which?

The WITNESS. Seven mills—and two cents in this district.

Governor SHEPHERD. That does not apply to the private property at all. The amount asked of the Government is based upon its area—the number of feet done in streets, and avenues, and parks—just exactly upon the same basis that the private property pays.

The WITNESS. I am talking about that general law for these main sewers. The legislature passed an act—seven mills for Georgetown. That was to pay for all those sewers.

Governor SHEPHERD. Yes.

The WITNESS. And that was the total cost of them?

Governor SHEPHERD. Yes. The board of public works has spent \$50,000 or \$60,000 on one sewer alone in Georgetown, and they are building those sewers now. The point at issue is simply this, whether the United States Government shall pay the tax on its property as the private-property owners pay. If so, then whatever the United States has paid heretofore is to be deducted from whatever the amount would be.

Mr. THURMAN. Governor, let me ask one question right here. Does this assessment that has been made on private property, the aggregate of it, equal the aggregate or estimated cost of the main sewer?

Governor SHEPHERD. Equal the aggregate?

Mr. THURMAN. Yes, sir.

Governor SHEPHERD. No, sir; the estimated cost to complete the sewerage system with the amount already expended by the private citizens and by the corporation of Washington aggregates about four and a half millions of dollars, of which this sewerage law recently passed exacts from the private-property owners \$2,100,000; and we ask from the Government \$2,700,000, subject to what it has already paid on account of the Tiber sewer and Slash Run sewer, which would reduce it probably to \$2,300,000.

Mr. THURMAN. When you include the four millions as the cost of the sewerage, you include the street-sewers, do you not?

Governor SHEPHERD. Yes, sir; of course.

Mr. THURMAN. But speaking about these main sewers, I have been under the impression that it was stated here that the sewer-certificates represent the whole estimated cost?

Governor SHEPHERD. No; they represent the amount to be assessed to the property-owners only.

Mr. THURMAN. Then the estimated cost of these main sewers is more than two million dollars, is it?

Governor SHEPHERD. The estimated cost of the main sewerage, to complete it, is about three and a half million dollars.

Mr. THURMAN. I was under a misapprehension.

Governor SHEPHERD. The street sewers go with the main sewers. You cannot dis sever them. The street sewers drain into these main sewers, and in making up the account against the United States Government the area of the avenue and streets and parks is charged to the United States Government, they owning them in fee-simple.

Mr. THURMAN. Are all of the old sewers, built before the present District government went into existence, in this paper?

Governor SHEPHERD. No, sir; they are already paid for, and the property-owners in these various sections got the benefit in the reduced tax, as you will see by reference to my testimony. I gave the value in each district, so that the private-property owner gets the benefit of the expenditure already made. It doesn't go into the bill against the United States.

Mr. THURMAN. Go on with your testimony.

The WITNESS. I am willing to let my explanation of that go to the committee. In reference to the Bladensburgh road, I took away the paper marked A, but I have returned it, and copied it. It is an exact copy of the one I read in my testimony, but it did not go into the testimony. I would like for it to go in. I think it is important.

The CHAIRMAN. Let it be incorporated into the testimony.

The WITNESS. It is as follows:

*A.—Bladensburgh Road.*

*Cut No. 1.*

Total excavation .....	7,048 cubic yards.	
Crowley .....	3,175	
Vandenburgh's .....	3,873	Clay at 60c., haul \$9.50 = 69.5

*Cemetery Hill.*

Total excavation .....	4,366	
Crowley .....	2,780	
Vandenburgh .....	1,586	
Haul 1,200 yards— 650=66.5 cts .....		\$798 00
250 yards—2700—87 .....		217 50
Cut 2, 136, no haul .....		81 60
		<hr/>
		\$1,097 10
Cuts 3 and 4.—Excavation 2,657 cubic yards, haul 1,000, 1,993 yards clay, at 70c = 664 yards sand 600 at 46c .....		1,700 54
Total excavation 5,433 yards clay, at 60c.		
Cut 5.—Crowley, 1,631; Vandenburgh, 3,802; haul 2,302 yards, 350 feet, at 635—1,500 yards 250, at 625 .....		2,399 27
Cut 6.—Excavation 1,647, clay haul 500 = 65; Crowley, 549; Vandenburgh, 2,196 .....		1,317 60
Cut 7, excavation 1,085, haul 800 feet clay, at 68 cents .....		737 80
Cut 8, excavation 581, haul 1,100 feet clay, at 71 cents .....		412 51
Cut 9, excavation 558 yards, clay haul, 1,175 cents .....		\$400 36
639 yards sand, 1,100 .....		325 89
		<hr/>
		726 25
		11,082 80



Cut 10, excavation, 416 yards clay, haul 100 feet, at 64 cents.....	8266 24
Cut 11, excavation, 409 yards clay, haul 300 feet, at 63 cents.....	257 67
Cut 12, { Excavation 277 yards clay, at 60 cents haul.....	
{ Haul 200 yards, 850 feet; 77 yards, 200 feet.....	184 74
Ditching, 1,689 yards, at 60 cents.....	

Total excavation, cubic yards, 19,768.....	12,804 85
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Gravel:

Allowing 1 cent for 200 feet haul, and 15 cents spread per square yard spread,

10,064, at \$3.79, 4.5-7 haul.....	83,804 20
22,818, at \$5.78, 8.5-57.....	13,188 80
32,882 square yards.....	16,993 06

Cubic yards

Excavating arch 1, east side, $40 \times 5 \times 4$ .....	29
Excavating arch, right wall, $30 \times 4 \times 8$ .....	35.5
Excavating arch 2, east side, $40 \times 7 \times 4$ .....	41.4
Excavating arch 2, west side, $40 \times 5 \times 4$ .....	29.6
Ret. wall, $90 \times 4 \times 10$ .....	131

Expense for hauling stone, 711.64 cubic yards, at 60.....	266.8 at 40	\$106 72
Taking down and rebuilding 50 cubic yards ret. wall, at \$4.50.....		426 98
		225 00

J. V. W. VANDENBURGH. SLOPING AND SODDING.

December 12, 1872. Sodding, square yards, 4,051.

Filling, square yards, 3,046, at 40 cents.

This measurement includes all work as far as 10 cut, between culvert 1 and 2, from Boundary..... 1,773.15

January 13, sodding, 357.

December 31, filling, 1,092..... 2,112.97

This measurement is from 10 culvert to pipe-culvert No. 4, the sodding is all at arch 2, and the filling between arch 2 and pipe-culvert 4.

Jan. 25, 1873. 673 cubic yards, at \$7.....	\$4,714 30
Pavement, 195 yards, at 70 cents.....	136 50
Sewer-pipe, 117 feet (18-inch) at \$1.62.....	189 54
Bricks, 9,900.....	217 80
	5,258 34

HENRY SCHREIDER. FINAL MEASUREMENT.

Cubic yards

March 14, 1873. Arch-culvert No. 1.....	184.7
Arch-culvert No. 2.....	221.4
Pavement at arch-culvert No. 2.....	19.5
Retaining-wall, arch-culvert No. 2.....	118.5
Retaining-wall, arch-culvert No. 1.....	50
Pipe-culvert No. 1.....	4.44
Pipe-culvert No. 2.....	12
Pipe-culvert No. 3.....	36
Pipe-culvert No. 4.....	39.3
Pipe-culvert No. 5.....	25.8

711.64 at \$7, \$4,981 48

9,900 bricks, at \$22..... 217 80

117 feet 18-inch sewer-pipe, at \$1.62..... 189 54

For 180 feet, or 60 cents per yard..... 1,132 20

1,065 gravel should not be credited to him as hard surface excavation, because it was taken from surface of road where filling was required, but might be allowed a price equal to the worth of gravel in the bank..... 213 00

Graveling 3,131 square yards, at 14 cents..... 438 34

Masonry, 1,035 cubic yards, at 70..... 724 52

Sewer-pipe, furnished and laid, \$1.62..... 126 36

Gutters on east side of road, 707 cubic yards, at 29 cents..... 205 00

Allowed July 1, 1872..... 5,871 37

## HENRY SCHREIDER. CONTRACT, SEPT.

September 13.—Masonry, at \$7 per cubic yard, 152 cubic yards.....	\$1,064 00
Brick, \$22 per M.....	132 60
	<hr/> 1,196 60
October 7.—Masonry, 428.35 cubic yards.....	\$2,998 65
Brick, 2,160.....	217 80
	<hr/> 3,216 46
December 6.—Masonry, 621 cubic yards, at \$7.....	\$4,347 00
Paving, 195.....	136 50
Sewer-pipe 18-inch, \$1.52.....	177 84
Bricks, 9,900, \$22.00 per M.....	217 80
	<hr/> 4,877 14

## CROWLEY.

Dec. 1872. Grading 10,455 cubic yards, at 29..... \$3,031 95

Gravel taken from surface, 2,952. Of this 1,887 yards was taken from surface of excavation, for which he should be allowed 40 cents per yard of 2 feet depth, which is 40 cents.

By Mr. WILSON:

Q. Is that all you have?—A. That is all I have written out.

By Mr. STANTON:

Q. I should like to inquire at whose request this statement was prepared.—A. I have been working on this ever since the first day the board was created. I had some of it when I was up here the last time: pretty nearly all of it was in a rough state.

Q. At whose request was it put into its present shape?—A. I determined to do it myself. I had no idea of coming before the committee when I started with this thing.

Mr. CHRISTY. He had the memoranda at home, and the committee requested that he should produce them. They did so long since.

The CHAIRMAN. I presume, Mr. Mattingly, that you desire to wait until the statement presented by the witness is printed, before you proceed with your cross-examination.

Governor SHEPHERD. We should like to have all of Mr. Rives's statement before we are called upon to answer or reply to what is stated. If we find there are errors, we will cheerfully acknowledge them; otherwise we want to answer them.

The CHAIRMAN. Do you propose, Mr. Rives, to bring in anything further?

The WITNESS. I do not propose to write out any more, but I have a good many here in a rough state.

Governor SHEPHERD. Then we will answer what is presented, understanding that this is all.

The WITNESS. But before I leave the stand, I wish to say one thing. Governor Shepherd, in his former testimony, on page 1836, says: "I was importuned by Colonel Rives, and a great many persons living on the line of the road, in regard to the condition," &c. I do not like that word "importuned."

Governor SHEPHERD. I will change it to suit you; I will say that you "bothered" me a good deal about it.

The WITNESS. You stick to that—all right.

The CHAIRMAN. I do not think that is material.

Governor SHEPHERD. Any word you see proper to select that will express the meaning I will cheerfully use, Mr. Rives.

The CHAIRMAN. You testified you went to Governor Shepherd and asked him.

The WITNESS. I went to him once; that is not "importuning."

Mr. STANTON. What word will you suggest?

The WITNESS. He might say, I wrote him a letter asking him to do it.

Governor SHEPHERD. The truth is, you bothered me every day for three or four weeks about it.

The WITNESS. That is what I never did—importune you.

By Mr. STANTON:

Q. You refer to an examination of several cases where you say the cost of the sewer was less than the amount charged to the Government; does it escape your observation that there were many cases in which the cost of the sewer was in excess of the amount charged to the Government; and did you examine any such cases?—A. I think there is one case on Missouri avenue.

Q. You made no computation, however, in respect to those cases in which the cost of the sewer was in excess of the amount charged to the Government?—A. No; I took the sewer table.

Q. And made this computation one of those cases where the cost was less?—A. O, no; only where I found full sewer tables.

Q. Did you find in the sewer-tables no case in which the cost of the sewer was in excess of the amount charged to the Government?—A. No, sir. I do not think I ever saw one but in Missouri avenue, between Third and Sixth streets. I think in that sewer the Government underpaid, and I think that is the only case I came across.

Q. You do not mean to say, however, that that was the only case of that kind?—A. That is the only case I found.

Q. The only case that you noticed?—A. Yes, sir.

By Governor SHEPHERD:

Q. You examined Oertly's statement where he made up the amount expended on the sewers?—A. Yes, sir.

Q. Do you find those to be the proper expenditures; have you examined the part of the United States?—A. No; I just took his table and struck out the main sewers.

By Mr. STANTON:

Q. This comparison which you have made here to-day, in many cases relates to mere charges against the Government, and not to amounts actually paid by the Government, does it not?—A. Those amounts are paid.

Q. Did you not refer to some cases—in some is there not a mere charge against the Government for work not yet paid for?—A. I do not think so; I think it is all paid for; all that is in the Governor's Answer has been paid for—that is the way I understand it. I took those amounts which I find in the Governor's Answer as the amounts paid by the United States.

By the CHAIRMAN:

Q. I think the governor handed us a table which purports to be a statement of the total amount paid by the Government for sewers, and also the total amount paid by the board of public works for the same sewers; have you examined that table?—A. Yes, sir; it is in Mr. Oertly's testimony.

Q. And you find that that table is incorrect?—A. I say that, to make the table correct, you should strike out the main sewers on both sides.



Q. I want to see if I understand what that table is. I understood the board of public works to present to us a table showing the actual cost of certain sewers; that is, the actual money paid by the board. Then they say that the Government of the United States paid a thousand dollars less on the whole than was paid by the board. Is that true or not true, or have you examined so as to ascertain?—A. I am not in a position to examine, because I had not the vouchers. I would have to have the original vouchers, and examine them, to see whether the amount is correct; but I took their amount as correct, and struck out, as it should be done properly, the main sewerage on both sides, and then you get what the United States paid, \$100,411.62 in excess of the cost to the board of public works.

Q. But if you do not strike out the main sewerage, then I understand the table to be substantially correct?—A. Yes, I suppose so.

By Mr. STANTON:

Q. Then, what is the reason why the Government should not be charged for its proportion? Why do you strike it out as a charge against the Government?—A. Well, Oertly, in this table, wanted to establish that \$4.70 rate. That is the way I understand it.

Governor SHEPHERD. No, you are wrong; Mr. Oertly says that that was his average. He made it up. It had nothing to do with this statement. This statement was intended to demonstrate that, instead of the board taking advantage of the Government, it had actually paid out more on these sewers than it had received from the Government. It was not intended to apply to the average.

By Mr. STANTON:

Q. I understand you to concede that the Government ought properly to be charged with its proportion of the main sewers, and then if you make out a comparison of what the Government has paid for sewers, and what the Government ought to pay for sewers, the main sewer should be included in such a comparison, ought it not? Take the whole sewerage-system of the District and compare what the Government has paid with what it ought to pay; you would include a proper charge for main sewers, would you not?—A. Yes, sir; but I would make it entirely different from those tables.

M. G. EMERY sworn and examined.

By Mr. WILSON:

Question. Were you formerly mayor of this city?—Answer. I was.

Q. What is your business?—A. I have been a contractor and stone-cutter most of my life. Carried on the stone-cutting thirty years in this city.

Q. Do you know the prices of flagging for the last two or three years? I mean this North River flagging such as has been laid down about the city by the board of public works and about Government property.—A. I have been dealing in it for thirty years. I have a general idea of the prices.

Q. Have you any price-list?—A. I have a list with me. I was notified by the gentleman who summoned me to bring the price-list. I went to the office to get it, and they had been loaned. I was told that the past year's price-list had been loaned by somebody. I found a list for 1871 and 1872.

Q. What are the prices for that kind of flagging which has been used?—A. The price, do you mean, delivered in Washington?

Q. Yes, sir.—A. It varies from 17 to 24 cents, perhaps.

Q. That is, delivered in this city?—A. Yes, sir: two inches and over; that is, two or three inches thick.

Q. Is that the same kind of flagging as they have been using here?—A. Yes, sir.

Q. What is it worth to furnish the necessary material and lay it down and joint it as it is now done per square foot?—A. It costs about ten cents; we estimate it at about ten cents.

Q. What would be a reasonable price for furnishing that kind of flagging and putting it down—furnishing all the necessary material?—

A. For a flagging three feet, four feet, five feet, and six feet courses—it comes in courses in that way—the natural face edged, jointed, and laid, sand and cement, would cost about 44 cents.

By Mr. STANTON:

Q. I understand the question to be a reasonable price for it.

By Mr. WILSON:

Q. You have given the cost price of furnishing it and putting it down?—A. Yes, sir; 65 cents is what we would charge if asked our price.

Q. There is another class of flagging that is used here, that is sawed, or dressed, or axed off, I don't know what term you apply to it; what is that class of flagging worth—what is the reasonable price for furnishing that and putting it down?—A. It would cost about 15 cents extra.

Q. Fifteen cents in addition to the others?—A. Yes, sir.

Q. That would make it about 80 cents?—A. For the cost, I mean 15 and 44.

Q. What would be a reasonable price?—A. Twenty-five or thirty per cent, put on to the cost is the usual charge over and above the cost of those things.

Q. Have you noticed the testimony that has been taken before the committee from day to day?—A. I have, pretty generally.

Q. There were some bills read here by the governor, I believe, in his testimony, for work that had been done by you around Government property. Did you notice those?—A. The Fourteenth-street circle was mentioned in particular. I furnished there four-inch sawed Seneca flagging, for which I paid 75 cents to the Seneca Stone Company. I jointed it and laid it, complete, for which I charged \$1.25. It will cost three times as much to joint four-inch Seneca flagging, and keep the edges square, as it will to joint ordinary bluestone.

Q. That makes the difference between the two?—A. The cost is more than three times as much for the stone.

Q. I think there was, perhaps, another bill of yours that was read by the governor?—A. I notice one spoken of for flagging furnished in front of the War and Navy Offices, I think. That was to be large flagging furnished—about four feet, perhaps, and five and six feet courses; none less than three inches thick. The work was done soon after the war, perhaps in 1867, when gold was about 150, I think. We got 84 or 85 cents a foot for it, I have forgotten which. We got a very good price for it, the best price I ever got for anything from the Government.

Q. You did not consider that below what it was worth?—A. It cost me about 50 cents.

Q. You furnished all the material in that case, did you? I think there was, perhaps, another bill of yours that was read by the governor?—A. Yes, sir; sand, &c. We include in that the raising of the curb-

stone and filling up. We raised it about eight inches, I think, at Seventeenth street corner. We raised the curb, and filled it up, and put sand in, and finished the whole thing.

Q. We have had considerable testimony heretofore in regard to the condition of the school-fund at the close of your administration, I believe it was. Do you recollect how that was?—A. Not any further than this. I paid the school-teachers all except the last month. I left the office on the 31st of May. I made out the bill and gave the check for that, I think; but that check was not paid; it was turned over. I paid them to the 1st day of May. I collected money and deposited it in the bank. If every check that I gave had been paid—I did not check out the money I put in the bank during my year; the books will show that.

Q. Let me see if I understand you. The school-teachers had been paid to the 1st of May, and when you left the office on the 31st you gave a check?—A. Yes, sir; to pay them for that month.

Q. Was the money there to pay them with?—A. I had put it in the bank; but the bank refused to pay my checks.

Q. Had you put the money in the bank?—A. I had.

Q. Why did the bank refuse to pay?—A. I had better, perhaps, explain it in a few words. When I went into office the bank-account was overdrawn some \$262,000, I think, by the report. There was no money, of course. The corporation and Congress both authorized the issuing of certificates bearing  $7\frac{3}{10}$  per cent. interest to pay up the old indebtedness as it was called—the Bowen indebtedness. Those certificates were issued and deposited as money in the First National Bank. It was understood particularly with Mr. Huntington and Mr. Cooke, that if I would deposit those certificates they would take them for their indebtedness the same as other parties took them; and they were deposited with them, and laid along without squaring the bank-account, perhaps. After it was ascertained that the old corporation was to be superseded by the new they refused to credit those certificates on the account, and refused to pay my checks, and consequently there were a number of checks laid over, perhaps a hundred or two hundred thousand dollars. I do not know the amount; but it was a hundred thousand dollars, perhaps, that was refused to be paid by the bank. They did not take those certificates, but refused to take them. How they fixed it up afterward, I do not know. That was the ground, however. They held the money because of the overdraft when I went into office.

Q. What books would it be necessary for us to have in order to get at the exact status of that school-fund?—A. I suppose the bank-books will show exactly. Do you mean the corporation-books?

Q. Yes; what corporation-books would show the exact status of that school-fund at that time?—A. The reports made at the end of the year, as published, will show; the report of the comptroller, perhaps.

Q. What reports are they?—A. Every yearly report. I think Mr. Baker made a report. Yes, Mr. Baker made a report to the legislature, and Mr. Wilson's report of the school-fund shows how they were paid; that shows the number of months that I paid the teachers. They were five months in arrears when I went into office, I think unpaid. I paid that off partly with those certificates—perhaps two months of it with these  $7\frac{3}{10}$  certificates, and the other part with cash; that is, of these five months that were in arrears, and then I paid them along regularly; perhaps once we paid two months at one time. The school-teachers were all paid for the year up to the 1st day of May. The check that I gave on the last day of May was passed over into the hands of the new school treasurer from the old one. They changed the treasurers. I see it is



reported as carried over. But as to the cash-account for the old corporation, Mr. Baker made a report showing all the account to the legislature, soon after the new government came in, by resolution passed by the legislature.

Q. How those checks were paid you are not able to state?—A. No, sir.

Q. Do you remember the amount?—A. Do you mean the amount of the checks issued?

Q. Yes, sir.—A. I do not know; some \$8,000 for the white schools for the month; between \$8,000 and \$9,000.

By Mr. STANTON:

Q. Then I understand you to say that when you became mayor the salaries of the teachers were five months in arrears, and, besides that, the account of the corporation at the bank—at the designated depository—was very much overdrawn. Am I right?—A. Yes, sir.

Q. And of that five months two months were paid only in certificates authorized to be issued, and the other three months in cash?—A. It is reported in the school-board how it is paid.

Q. I am asking you now what your remembrance is.—A. That is my remembrance, sir; Mr. Wilson's report shows how it was paid.

Q. Then, if the money which you deposited to the credit of the corporation was properly credited up against the overdraft of the corporation, there was no money to meet the checks which you last drew to pay the teachers, was there?—A. When I went in the overdraft existed. Mr. Cooke and Mr. Huntington assisted me in getting the law passed to get those 73 certificates, in order that they might be paid—that they could get their overdraft in that way, and proposed to take them as others proposed to take them for the indebtedness. But their excuse for not paying my checks at the latter part of the year was because of the overdraft.

Q. The overdraft then did exist, did it not?—A. It did when I went into office.

Q. And if the money which you deposited to the credit of the appropriation was properly applicable to that overdraft, then there was no money to meet the last checks which you drew to pay the teachers?—A. That was so, but I did not consider that it was applicable.

Q. That was your opinion, and the officers of the bank and of the depository thought differently, did they not?—A. They only violated their agreement.

Q. Did they not maintain that they had a right to deposit your money against the overdraft?—A. To apply the money; yes, they did, at the last.

Q. This price list which you furnish, does that relate to assorted sizes of flagging?—A. Three feet, 3 feet 6, 4 feet, 4 feet 6, 5 feet, 5 feet 6, and 6 feet stone.

Q. Then it is in these sizes coming assorted. Now, in considering the cost as stated in this price-list, are you not to consider also the breakage?—A. Yes, sir; I consider that in the price in the cost of the pavement.

Q. The percentage covers that?—A. Yes, sir.

Q. That percentage covers not only a reasonable profit, but also the loss which actually accrues by reason of breakage?—A. Yes, sir.

Q. For that purpose you put on a percentage of some 25 or 30 percent?—A. No, sir; that is the profit of work.

Q. That is the ordinary profit in addition to the breakage?—A. In addition to the cost. I made up a statement of the whole cost of a piece

of work so much a foot, then we would usually charge 25 or 30 per cent., I stated, as a profit.

Q. Well, does not that cover breakage as well as profit?—A. No, sir. I will give you the items as I made them up, if you wish them. The stone, delivered here in Washington, would cost 27 cents—that is, such stone as has been used here on an average; the cutting and laying, 10 cents; sand and cement, 4 cents; breakage, 3 cents a foot, average—that is, as near as you can get it; that makes 44 cents. Now, for that work I should charge at least 65 cents a foot, if you were to ask me to do it.

Q. Have you ever done any work about the public grounds here at that price of 65 cents?—A. I have never been paid for ordinary flagging over 65 cents, except in the one case that I have mentioned, to my knowledge.

Q. Where was that?—A. The one I have already spoken of, in front of the War and Navy Offices.

Q. That was in 1867?—A. Yes, sir; that was three-inch flagging, however. I did the flagging here in front of this building—these circles; but it is four-inch flagging, with a perfect face cut upon it. I do not know the price I got; perhaps 80 or 90 cents; but it is an entirely different thing, and costs double the other, work and trouble. I have paid 20 cents a foot for cutting and facing and furnishing tools.

Q. Have you ever received from the Government only sixty-five cents for the work for which you indicated that as a reasonable price?—A. I do not know of any except, as I say—except the cases that I stated.

Q. Can you mention any case in which you received sixty-five cents?—A. I suppose my books will show fifty places.

Q. For the Government?—A. No, sir.

Q. I ask you whether you can mention any case in which you have charged the Government that price.—A. I have not done much for the Government. I did the flagging around this building when it was finished, and some since—the wings; but it was an entirely different quality of stone from all that I spoke of at this price which I have given you here.

Q. Have you ever done any of that kind, that 65 cents for work for the Government?—A. No, sir; but it is ordinary flagging put down without facing, two or three inches thick.

Q. Nor for the corporation?—A. I do not know whether I have done it for the corporation or not. I have furnished bridge stone for the corporation, four inches thick, a great deal of it, which is a different thing, and costs more.

#### By Governor SHEPHERD:

Q. In the price you name, 65 cents, you do not include any parking do you?—A. No, sir.

Q. If you did 19 feet parking, what would that amount to, added on to the 65 cents?—A. I never did any in my life, and I cannot give you any idea.

Q. Would it not be worth 90 cents to do that 19 feet of parking and grading and setting the flagging?—A. It is specified here; the prices are given in the testimony, and vary from 25 to 50 cents a yard.

Governor SHEPHERD. 25 cents was the first price; then, upon the recommendation of the parking commissioners, it was advanced to 50 cents.

The WITNESS. That would be about six cents a foot, nine feet to the yard. It would be five or six cents a foot, if that is all that parking is worth—50 cents a yard. It would add that much to it.

By the CHAIRMAN:

Q. Have you seen the flagging that is put down on B street north, on the line of the old canal?—A. Yes, sir.

Q. Have you looked it over carefully?—A. I have.

Q. What is the size of that flagging?

The WITNESS. Do you mean along the front of the garden?

The CHAIRMAN. Yes, sir.—A. It is the ordinary 5-foot flagging, I think.

Q. How thick is it?—A. From two to three inches.

Q. Is it cut in squares?—A. It varies in width from about two feet to four feet.

Q. What is that flagging worth, in your judgment?—A. That is the kind I speak of here.

Q. You would put that down at 65 cents, would you?—A. I could, sir, and I would.

Q. Do you consider that a fair price for it?—A. I do.

By Mr. STANTON:

Q. Have you seen the flagging around the P-street circle?—A. I have.

Q. Is that the quarry-faced flagging?—A. No, sir.

Q. That, then, is dressed?—A. It is dressed; it is worth 15 to 20 cents a foot more than the other.

Q. Then that work is, I suppose, about the same quality, for instance, as that you speak of?—A. No, sir; nothing like it.

Q. What is the difference?—A. One is dressed square and taken out of wind, and the other is just axed over, to smooth them—to make them decent and smooth.

By Governor SHEPHERD:

Q. What did I understand you to say the net cost of that flagging was, delivered here—such flagging as the board of public works put down?—A. I say that the ordinary flagging, such as was laid down in front of the garden, Conservatory Square, was worth about 65 cents a foot.

Q. That is, without parking?—A. Yes, sir.

Q. Now, what would 19 feet of parking be worth in addition to that, at 50 cents a yard?—A. Twelve or fourteen cents, I should suppose. That is the rate at 50 cents a yard.

Q. That would make your price about 80 cents?

By Mr. STANTON:

Q. And then you would add 15 or 20 in the case of stone like that laid around the P-street circle?—A. About 15 cents is what I paid for cutting it and facing.

Q. Would you not add something for profit?—A. I might.

Q. Would you or not? Would you merely charge for what it cost?—A. I should think that at 75 or 80 cents would be a fair price. Some of the stone are very fine indeed, and some of them are ordinary flagging.

Q. If you added 15 cents for the dressing of them, that would make 80 cents, would it not, without any profit for the extra cost of dressing?—A. Yes, sir.

Governor SHEPHERD. I see here, May 31, 1866, you were paid as follows:



*B. B. French, Commissioner of Public Buildings, to M. G. Emery, Dr.*

May 31, 1866. For 3,000 feet superficial, of extra thick select flagging, cut and laid in cement on Seventeenth street, in front of Navy and War Offices, at \$1 per foot.....	\$3,000
	J. W. ANGUS, General Superintendent.

June 14, 1866. Received from B. B. French, Commissioner of Public Buildings, the above amount of three thousand dollars, in full of the above account.

M. G. EMERY.

I suppose that is correct?—A. I have no recollection of it.

Q. Now, what class of work was that—was not that similar to the work that has been done here on B, and Twelfth, and Fourteenth streets?—A. This is not extra thick.

Q. Now, is not that flagging the same as that laid on Twelfth and Fourteenth streets? We took that up in front of the War and Navy Departments, and refitted, and therefore I speak understandingly. Is not that the same as is laid on Twelfth and Fourteenth streets?—A. I do not think I got a dollar a foot for any of that.

By Mr. STANTON :

Q. Is it the same flagging or not?—A. I think my contract was 84 or 85 cents.

Q. Is it the same flagging or not?—A. It is the same quality of stone. Do you mean from the same quarries?

Q. I mean is it the same quality of flagging as that on Twelfth and Fourteenth streets?—A. If it is 4-inch, it would cost double what it would cost to furnish 2-inch.

Governor SHEPHERD. It is the same quality of flagging as the other.

The WITNESS. [Referring to books.] That was done a year or two before this job which you speak of, which you referred to the other day, for the Commissioner of Public Buildings. He had a little place, 3,000 feet, laid down in front of the building. I recollect it now; it was all very fine large stone, and extra thick. I think he required them to be four inches thick, but whether they all held up to that, or not, I am not sure. I charged him a dollar a foot. It is the same stone.

Governor SHEPHERD. It is the same stone, because we relaid it when we regraded the street. I was there and saw the stone.

The WITNESS. Yes, it was from the same quarry, I guess, sir. I think there were none of them less than six feet. I took up the old pavement, and carried it away. We raised the pavement then at the time in front of the door, and the sand, cement, &c., were included in the dollar a foot for these extra flags.

Q. Do you recall how the prices of 1867 compared with those of 1871 and 1872?—A. There was not very much difference.

By Governor SHEPHERD :

Q. About the same, were they not?—A. Very nearly.

By Mr. STANTON :

Q. They were very nearly the same?—A. Yes, sir.

WILLIAM H. CLAGETT recalled.

Mr. CHRISTY. The fact became important as to the manner in which the sewer-bill passed by the legislative assembly was returned to that assembly, and I desire to call Mr. Clagett on that point.

The WITNESS. I have stated in my evidence that the sewer-law never passed, and there is a lie upon the record between me and William A.

Cook : one of us has lied. I stated that Governor Cooke had signed the bill. William A. Cook stated that he did not. I have been fortunate enough to get the leaf that was extracted from that bill. It proved that my statement was correct. It is here sir, [producing it,] as follows :

of said sewers.

SEC. 10. *And be it further enacted*, That in view of the emergency arising from the necessity of an immediate and thorough sewerage in the cities of Washington and Georgetown, and for the prompt payment of the work necessary in the construction thereof, this act shall take effect immediately upon its approval by the governor.

PETER CAMPBELL,

*Speaker of the House of Delegates.*

WILLIAM STICKNEY,

*President of the Council.*

Approved, June 25, 1873.

—H. D. COOKE,  
*Governor.*

By Mr. STEWART :

Q. You think there is no doubt that one or the other lied about it ?—

A. Yes, sir ; and I want to clear my record. I have some children coming up, and when they read this thing I want them to know the truth.

Q. Does it not occur to you that it might prejudice Mr. Cook's record ?—A. Well, I do not care about Mr. Cook. I state the facts ; and he says it was not so.

By the CHAIRMAN :

Q. It might be well for you to state how you got that leaf.—A. The former clerk of the house—after I gave my evidence, I requested him to look among the waste papers there, and he found it among the old papers in the house of delegates. It did not come out of any iron safe

J. A. MAGRUDER recalled.

By Mr. BASS :

Q. There were some questions asked the other day about the way in which this account is made up, contained in the report of the board of public works, purporting to contain a list of the items of receipts and expenditures by you as treasurer. I understood you to say that items, represented by checks upon these check-books, would be found in this account ; as, for instance, in cases where you had paid bills and had drawn a check for the purpose of making such payment—that that item should be found in this account in all cases ?—A. Yes, sir.

Q. Looking through this I have found a few discrepancies, and I wish to call your attention to a few cases. I find, July 12, 1873, a check for \$60,356.20, payable to George F. Baker, as cashier, and I do not find any corresponding item in the list of vouchers. Where is that entered ?—A. It may not have been entered for some time afterward. I can't tell you anything about it. If you will look at these certificates—you will find them among my vouchers ; and you will find them charged in here. Certificates 1797, 1799, 1893, and 1894.

Q. The only check that you had, or the only check that the board of public works had with regard to the accuracy of your account is simply that depending upon a comparison between this check-book and a comparison of your account as it appears upon the ledger, and of which this is a copy ?—A. No, sir ; the board of public works have me charged with all my money ; then I come and show my vouchers.

Q. Well, that is assumption. The only way in which there is any evi-

dence of the fact is by comparing the list of expenditures and see if the vouchers balance.—A. Exactly; there are the vouchers.

Q. See if you can find that item of \$60,000.—A. I can find those items; they are here somewhere.

Q. You will find that there is no such charge in the month of July.—A. Well, sir, it may not be in the month of July, because sometimes those things were kept for sometime in the safe before they were charged up; but I can find those vouchers.

Q. There is the account for July, 1873. Now, there seems to have been, July 2, 1873, \$60,356 paid; there is no such entry, or any such accumulation of entries that month?—A. No, sir.

Q. Then look at July 15th, on this check-book, another check of \$75,000.—A. That is for certificates 2118, 2129, 30, 32, 3, 36.

Q. Where is the charge made in that account?—A. I can bring you the certificates.

Q. Did you keep your account in such a way that, in order to verify the accuracy of your book, you have got to go to your vouchers upon every occasion?—A. No, sir; because there is the account. The books are verified. Here are the receipts, right here. There are all the receipts. [Indicating.] Here are all my expenses.

Q. Now, I also find on July 15 another check of \$30,335. There is no such entry as that in the book?—A. Yes, sir; for certificates 2123, 31, 26, 22. There is the amount of them, [indicating.] They happened to be put right down there. Those certificates are all charged in here in my account.

By Mr. WILSON:

Q. I would like to know how we know that.—A. I can get the certificates and show them in here.

By Mr. BASS:

Q. Also July 15 another check is drawn, \$16,903?—A. Certificates 2124, 2125, 2127; I will bring you all those certificates.

Q. Now, the point is this; you were drawing checks upon the bank. In these two or three days you drew out about \$150,000 in cash, and yet you say you were accustomed to take vouchers for all these payments?—A. Every one of them.

Q. And charged yourself up with those vouchers?—A. Certainly.

Q. Why is it, then, that it does not appear here in your account under the proper dates that you did draw so much cash and pay it out?—A. It does appear in here.

Q. How do we know it does?—A. I know it does; I can show it to you.

Q. That is what I asked.—A. Very well; if you can give me these numbers I can do it.

Q. I only took these items at random. Here is another check-book, February 7, 1873, where there is no certificate paid, but L. S. Filbert was paid \$50,000. Where do you find that in your account?—A. That is for a lot of certificates.

Q. I know, but the check-book does not show it.—A. No; but the vouchers here show it.

Q. Well, let us see if they do. [The witness here examined the books.] Now, this is dated February 7, 1873; if you are paying out such items as \$50,000, your voucher would probably be entered somewhere near the date of your payment? You have now run down to March. You will find also at about that same date, so that you can look for the two together, February 15, that you drew another check for \$65,000.—A. I



have here a check dated February 15, 1873, for \$65,000, which purports to be drawn to the Freedman's Savings Bank.

Q. Within a week there were \$115,000 of checks?—A. Yes, sir; to take up a whole lot of these certificates of different people that they held. That is what it was drawn for. I cannot tell what they are. They are all in here, [indicating the book.] The simple thing is this, that in keeping the account everything I have received I have charged here.

Q. I understood you to say, a few moments ago, if you drew a check, and drew so much cash out of the bank on a given day, that you charged yourself with it on the books of your board?—A. O, no; I did not charge myself with the money; of course not; the money is already charged. I am not going to charge myself with it twice, because the money is already charged; but then I credit myself with whatever I pay with that money, and it is all credited in here.

Q. That is what you say?—A. Well, I can find for you all these vouchers that are named here without any trouble.

By the CHAIRMAN:

Q. Well, those that are not named; how will you get at them?—A. The account shows that—my account. It shows that I paid that much money out for certificates.

By Mr. BASS:

Q. Where does it show it?—A. Right in the account.

Q. Put your finger on the spot that shows it.—A. I cannot put my finger on the spot that shows exactly the amount.

Q. How can we tell, then?—A. You can ask for these vouchers, all of them.

The CHAIRMAN. Yes; but there are two cases where no specific vouchers can be asked for.—A. No there ain't; the charges are all in this book, of money that I have received. Now, I have credited myself with payments. The payments balance the charges. Now, the question is, have I got the vouchers to show for these papers; that is the point, and the only point, in the whole case.

By Mr. BASS:

Q. Not at all. Here are a lot of loose check-books, which you are accustomed to keep, indicating that on given days you drew out of the bank large or given sums of money, and that you disbursed that money. Now, ought not your cash account that you kept in your office indicate the day that you paid out the money, the purpose for which you paid it, and the party to whom it was paid?—A. There is the cash account right there.

Q. Very well. Then I say it appears by your check-book that you paid February 7, 1873, \$50,000?—A. Yes, sir.

Q. That you drew a check, and that you went to the bank, and that money was in all human probability paid—to whom did you pay that \$50,000?—A. To that bank, for the certificates that they held. It is marked so—to the Freedman's Bank.

Q. That check runs to L. S. Filbert?—A. Yes; that was paid him for certificates that he held.

Q. Very well; where is the corresponding entry on your book to indicate that it was paid to L. S. Filbert?—A. I have the certificates down at the office, and can bring them up here. If you will give me that memorandum, I will bring you all these certificates.

Q. These are only sample items. There are a great many such; but

of course we cannot go through all these books to see if you have the vouchers.—A. No; but you can go through those that you have indicated.

Q. The committee supposed that the books would have been kept in such a way that it would have been proper for you to have charged on that day that item.—A. Very often when I had large amounts of money I went right on paying for a week, right straight ahead, without charging a voucher, and put the vouchers in the safe; canceled them and put them right in the safe.

Q. Take your account there in the month of July, 1873. On July 12th you drew a check of \$60,356.20 in favor of George F. Baker, cashier. Now, if you will turn to your July account, you will find that you have not entered up after that date in the aggregate any such sum of money.—A. No; but I will bring you those vouchers.

By Mr. STEWART:

Q. How do you say you did? In the first place you issued certificates for indebtedness?—A. Yes, sir; they were issued and out; somebody held them.

Q. Then you drew money at the bank either in favor of the bank or in favor of the party holding the certificates?—A. Yes, sir.

Q. And paid it out and took these certificates?—A. I gave the check to the party who held the certificates.

Q. Took the certificates and put them in your safe, and then charged them up subsequently?—A. Yes, sir.

Q. Is that the mode of doing it?—A. That is the mode of doing it exactly.

By Mr. BASS:

Q. Now are these figures [indicating certificates] made with the same ink, and made at the same time with the other part of that entry?—A. No; because when he sent me the certificates, I put in George F. Baker, cashier.

Q. You afterward put those in?—A. Yes, sir; I put in the number of the certificates.

Q. Did you know the number of the check?—A. Yes, sir; he wrote me that he held so many certificates and that he would send them as soon as he got the check. I think those certificates are probably indorsed as paid at a certain time.

Q. Were you accustomed to draw out sums of money yourself to a large amount and disburse it and then render an annual or semi-annual voucher for it?—A. No, sir.

Q. I saw down there upon one occasion, when Judge Wilson and I were at your office, one voucher of some eighty-odd thousand dollars, if I recollect right, running through a period of six months, of money disbursed by you?—A. O, yes; that was for pay-rolls. I paid them. I did not get my credit until I got the certificates for that from the auditor. Those pay-rolls have been audited.

By Mr. HUBBELL:

Q. Are those pay-rolls filed to keep as vouchers?—A. Yes, sir; they are kept as vouchers up in the auditor's office. It is his voucher for issuing that certificate.

By the CHAIRMAN:

Q. Do you know every night how much money you have in bank?—A. No, sir; not every night.

Q. Did you not know every day how much money was in the treasury

of the board of public works?—A. No; I knew about. I kept an idea of it.

By Mr. BASS:

Q. I find by these check-books that on December 27 you drew one check to yourself for \$10,121.80; on December 30 another one for \$5,000; January 14, another for \$5,000, making \$20,000. Those were drawn to yourself, and you drew the money to disburse in this way?—A. Yes, sir; to pay off laborers, clerks, &c.

By Mr. WILSON:

Q. Mr. Bass and myself have looked at these check-books with some particularity in connection with your report, and we find there are very rare instances in which the check-books correspond with the items of expenditure in your report. Is there any mode by which we can ascertain the accuracy of your expenditures as set forth in that report other than by going through the whole of your vouchers from end to end?—A. No; I think not, sir. You have there a report from the auditor of exactly how many certificates I have paid. When we made out our report to you, to see what certificates were outstanding, I sent all my canceled certificates up to his room to go over with his list of certificates issued, numbered right through, and he checked off those that were paid, leaving those unchecked which were not paid, by which we were enabled to see how many were still outstanding.

By Mr. BASS:

Q. How was it possible for your account to be absolutely correct at any given time, so that you could strike a balance in your account, unless when you drew moneys out of the bank to disburse them you entered your disbursements in their proper place on the books of the office?—A. In two hours you could take all the certificates I had and enter them up.

Q. But they do not seem to have been entered up for months.—A. O, yes, they were. At one time my old clerk was unwell, and he hated for anybody to touch his books, and I had a very large bundle of certificates put away in my safe, and when he came back he entered them. Of course he could not enter them in the order in which they were paid. This was Mr. Laird, an old gentleman who died a few weeks ago. He was a very particular book-keeper. He had been book-keeper of the Georgetown corporation for a great many years. He had the confidence of everybody, and he had my confidence, and I wanted somebody that was particularly accurate. He had that peculiarity that he hated anybody to touch his books, and during his absence I never would let any one do so.

Q. Mr. Laird never made any original entries on the books until you told him to make them?—A. He never made an entry unless he had the certificate in his hand.

Q. Then if his entries were not made on the books it was because you failed to tell him to make the entries?—A. Yes, sir.

Q. Then, if those entries are not entered at the time when they bore date it was not his fault, but it was yours?—A. Certainly it was my fault, unless he was away.

Q. You do not charge it, then, upon him?—A. I do not, and I do not want that understood. I say he was very often sick. I do not want you to understand that I am doing anything of the sort, because he was so perfectly good a man that I do not think anybody could find any blame with him.



By Mr. WILSON:

Q. What we wish to understand is this: We have here your check-books; we have your reports, and we find that the amounts paid out by you by check do not correspond either in date or amount with the amounts that you have credited to yourself in your reports?—A. Those particular days.

Q. Well, they do not correspond; we do not find the amount in those particular days, and, in some cases, in any other day.—A. Yes, you can; you can find every dollar.

Q. Mr. Bass just called your attention to a few occasions.—A. Exactly; and I told Mr. Bass that to-morrow morning I would give it to him.

Q. O, no; you said you would furnish him with certificates aggregating in amount these checks; that is what you told him.—A. And those certificates are put just here—the numbers with the stubs.

Q. I am not questioning that; but the point I want to get at is this: can we ascertain the accuracy of your account in any other way than taking up all these vouchers that you have in your office and looking them over?—A. I would like to know how it would be possible to find out anything about it unless you did that. No books would show it.

Q. Well, if your reports had been kept in accordance with your check-books, and your daily disbursements of money, we would not have much trouble?—A. Yes you would, because you would have to find the certificates to see whether I really did receive those things.

Q. Your check would show that money went out of your hand?—A. No, it would not. It might not show that the money went out of my hand. It would show that it was a check drawn.

Q. It would show that you had given a check for the money?—A. Well, the check shows that now, does it not?

Q. What I want to know is the manner in which you have done this business?—A. Very well. You came down to the office and I showed you the manner in which it was done. I showed you the books and you looked over them.

Q. That is just exactly what started us on this investigation.

By Mr. BASS:

Q. We saw that this did not correspond with the entries on your books down there.—A. They do correspond with the entries on my books down there, precisely. Every voucher is charged in there. [Indicating.]

Q. I have asked you to find the entries corresponding.—A. I told you I would give them to you.

Q. Well, you will take time to do it.—A. Exactly. I cannot do it in a minute, for you or anybody else. You have had these check-books here looking over them for two or three weeks. Now, I cannot find it in a minute.

Mr. BASS. Well, I spent about half an hour on your check-books, and I cannot find out about it.

By the CHAIRMAN:

Q. If you would take that memorandum and furnish the vouchers, and then turn to this report of yours, and show where they are charged, that would help a little.—A. Exactly. I propose to show you first the vouchers, and then I propose to show you where I have charged them.

Q. But I see there is one check of \$50,000 to Filbert, with no voucher opposite to it. Now, Filbert had, perhaps, \$100,000 or \$300,000 in vouchers. How are we to know that any particular one of the vouchers

which you bring in, aggregating the \$50,000, was applied to that check; how can we know that?—A. You cannot know it.

Q. How can you know it?—A. I cannot know it.

Q. So that your voucher would not be of any value to anybody?—A. Yes, sir, it is; because it gives me credit for \$50,000. But I only know this, that every check that I have drawn I have a voucher for.

Q. But will you not be obliged to take all of Filbert's vouchers, and all of his payments, in order to verify that \$50,000. You cannot do it with any particular one?—A. No.

The CHAIRMAN. Therefore you have got to settle Filbert's account before you can account for that \$50,000.

By Mr. BASS:

Q. If you had kept your books by charging each day, under the date that the check was drawn, the amount, and indicating in the account the person to whom it was paid, you would not have had all this trouble?—A. Well, I can't see any difficulty in the world in the case. Here is the account of all the money I received, of all the bonds I received, and of all the certificates I have received. There is an account showing my payments, which correspond with the amount of money I have received, and I have a voucher for every one of those payments. Now, where can the difficulty be?

Q. Well, suppose it should appear, not because there is no such imputation, but you think this is a proper system of keeping books—suppose it should appear that there had been a check of \$50,000 drawn, and it not appearing upon the face of the account the purpose for which it had been used, it turns out that \$50,000 is not charged here on this side of the account; that indicates as a matter of fact—?—A. That I have \$50,000 I ought not to have.

Q. That, then, is \$50,000 of receipts which have been left out on the other side of the account?—A. Of course it does; but then there are the receipts. I charge them; if anybody has paid me any money that I have not charged myself with, let them come up here and show it.

Q. The only object in keeping books is to keep them so that other persons can ascertain by inspection?—A. Anybody can go and ascertain that.

By Mr. WILSON:

Q. Simply by looking through your vouchers?—A. Exactly.

By the CHAIRMAN:

Q. Now, take that item I have mentioned. How are you going to show us from a voucher that that particular money was paid to Mr. Filbert?—A. I could not do it; but I do show I have paid out the money I have received, and what I have paid it for.

By Mr. WILSON:

Q. I could make up an account like that between now and to-morrow morning, which could not prove anything.—A. But suppose I ask you for your vouchers. You ask for any voucher, and I will bring it here; there is the point. You ask for any voucher I have charged in my account here.

Q. I understand you to answer Mr. Allison that you could not bring him that unless you went through the whole of Filbert's account?—A. I cannot tell what particular voucher I paid Filbert that day, and I could not if it was charged in here, nor anybody else; if I had charged it to Filbert that very day, I could not tell.

By the CHAIRMAN :

Q. If you had it in your check-stubs, could you ?—A. Yes, sir ; if I had entered what certificates were there, then I could ; but in thousands of instances men came in there, sometimes having half a dozen certificates from different people ; I would add them up and pay them. If you notice on the stub of my check-book you will find the figures.

By Mr. BASS :

Q. The result of it is, that if a subordinate of yours had kept his books in that way, and you, on any given day, had desired to know how you stood in order to ascertain whether he had been a defaulter or not, you would have had to have gone through all the anterior accounts and compared his vouchers and had a general accounting ?—A. You could not tell in any other way but going through his vouchers, for the simple reason that he might have charged payments that he never made. You could not tell by any man's books. You cannot to-day go into a bank and take a book there, and tell whether the entries are false or not unless you see the checks. As for going to a man's books, it is utterly impossible to take the books and tell whether the accounts are right or not, particularly where he is paying on vouchers. You have to have the vouchers to see whether he has paid them. Now, I claim that I have all those vouchers. And you can see them all at any moment you want them.

By Mr. BASS :

Q. Well, if you will bring those up, all which I have spoken, it will indicate the general system.—A. Yes, sir ; I will do so.

By Mr. WILSON :

Q. How long have you been treasurer of the board of public works ?—A. Ever since the board was established.

Q. Did you execute a bond ?—A. I did.

Q. Who was your security ?—A. A gentleman named Sweeney, cashier of the Farmer's and Mechanic's Bank in Georgetown, Alexander R. Shepherd, and Riley A. Shinn. Mr. Shinn had been on my bond when I was collector of customs, and he was on it when I was first appointed. I was re-appointed, and he went on it a second time.

Q. You have continued under one appointment from the beginning ?—A. I have ; I have never been re-appointed.

Q. And one bond ?—A. One bond.

Q. When you were on the stand before, I asked you to furnish the different amounts of money that had been received by you.—A. I have them for you, sir.

Q. Have you them with you ?—A. I think I have them in my pocket. They are here, and read as follows :

A.

1872.	
August 3, amount received from United States .....	\$192,050 12
August 3, amount received from United States.....	67,230 00
1873.	
January 11, amount received from United States.....	1,240,753 14
March 18, amount received from United States.....	1,106,533 00
July 9, amount received from United States.....	460,766 94
July 25, amount received from United States.....	159,497 03
August 22, amount received from United States.....	25,000 00
September 2, amount received from United States.....	230,211 84
September 10, amount received from United States.....	50,000 00
September 20, amount received from United States.....	63,021 45
October 4, amount received from United States.....	1,737 66



Am't received from Dist. of Columbia, not including \$1,000,000 loan....	3,597,801 18
Amount received from water-register.....	426,091 33
Amount received from gas and sewer permits.....	151,601 25
	3,222 00

4,178,715 76

JAMES A. MAGRUDER,

*Treasurer Board of Public Works.*

M. G. EMERY recalled.

The WITNESS. I merely wished to say that in giving the price of flagging stones, 27 cents, it delivers them in the street.

By the CHAIRMAN:

Q. Not on the wharf?—A. Not on the wharf.

Q. Is the price the same in every part of the city?—A. No, sir; I am speaking of the price. I have averaged the whole.

The Committee here adjourned to 10 o'clock to-morrow morning.

WEDNESDAY, May 20, 1874.

The committee met pursuant to adjournment.

ADOLF CLUSS sworn and examined.

By Mr. WILSON:

Q. Are you a member of the board of public works?—A. I am.

Q. When were you appointed?—A. October 23, 1872.

Q. Have you been a member of the board continuously since that time?—A. Yes, sir.

Q. What is your profession?—A. Engineer and architect.

Q. How long have you been engaged in the profession?—A. I finished my professional education in 1846, and I have been engaged in this profession for twenty-eight years. I served, after I finished my education, for about two years as an assistant on one of the first railroads of Germany, between Mayence and Mannheim, on the Rhine. Subsequently I came to the United States, in 1848. I served two years on field work of the United States Coast Survey. Afterward I was employed in the United States navy-yard as a computer and constructor. I wish to say that the furnaces by which all the brass cannon of the Navy are cast are of my own original introduction and construction. Afterward, I was for a couple of years in the Treasury Department, and had charge of one room in the Supervising Architect's office. For the last ten or twelve years I have been engaged in private business here, mostly as an architect, occasionally with engineering. As such, I have planned and supervised nearly all of the public buildings now owned by the District of Columbia. That is, before I came to the board.

Q. What position do you hold in connection with the board of public works?—A. I have been appointed to what is understood as engineer member of the board.

Q. By a formal vote of the board?—A. The following is the notification I received of my appointment.

BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA.

*Washington, D. C., December 23, 1872.*

SIR: You are hereby informed that at a meeting of the board, held this day, all the members present, the following order was made:

That Adolf Cluss, esq., the engineer member of the board, be requested to take

charge of the engineer department thereof as engineer, and is empowered to make such changes in its organization as he may think necessary.

Very respectfully, &c.,

CHAS. S. JOHNSON,  
*Assistant Secretary.*

Hon. ADOLF CLUSS,  
*Board of Public Works.*

Q. What have been your duties in connection with the board?—A. Well, as a general thing, when the vice-president awarded a contract he notified me of it, and with the request to send it to the contractor. This I did. Afterward I gave the necessary directions as to the putting of the pegs, &c., all that was necessary. I looked, as well as I could, to the work as it progressed, making my objection when there was anything that did not seem to be right. After the work was measured—I had it measured by one of my assistants—all the important measurements I went over myself, as far as my limited time would allow, so that no gross errors could occur.

Q. If there have been any difficulties in connection with the discharge of your duties in connection with the board of public works and its operations, you may state them. I think it is due to you that you should have the opportunity to do so.—A. Well, the organization of the board is such as to seriously impede the operations of the very best engineers that could be on hand. I found this state of things when I came here. I have done with firmness and courtesy the best to remedy what seemed to me a lack of system; but I do not think I have been very successful in my efforts. The vice-president takes the assistant out of the engineer's office and gives him private instructions to take up work and pass bills without the engineer knowing of it.

Again, the Government measurements, which I think, according to the reading of the law, are certainly under the engineer in charge of the board of public works, and to be controlled by him, and remeasured by the engineer in charge of public buildings and grounds, were done without my knowing a word of them. So all those errors, I wish to say, I am not responsible for, nor the department under my charge.

Q. They were not done under your supervision?—A. No, sir.

Q. Have any of those matters been subjected to your inspection or supervision after they were done?—A. Which matters?

Q. Those matters in regard to Government measurements, &c.?—A. The first I saw of them was in the printed statement—in the governor's Answer.

Q. I will call your attention now, in that connection, to some matters which may have attracted your attention. For example, there was an account which seems to have been made out which was made the basis of an appropriation of \$1,240,000 and upward; did you have anything to do with that?—A. No, sir. I wish to say, however, that this is one of those cases where an assistant—responsible to me—was taken away from my supervision, and he, under the direct orders of the vice-president, then made these charges. I am not responsible for an iota of the whole. I saw it first in print when the governor's Answer was published. There was another account upon which an appropriation of one million dollars was made, and another upon which an appropriation of 913,000 and some hundred dollars was procured from Congress.

Q. Was that made under your supervision, or had you anything to do with either of those?—A. It was not made under my supervision. The only thing I had to do with it was this: In one case, I think it was when this one million dollars was called for, a paper was brought to me for signature, calling upon the Secretary of the Treasury to cash that

money. Whether the money was obtained or not, I do not know officially.

Q. You had nothing to do with the measurements, if I understand you?—A. No; nothing whatever.

Q. They were made by some person detailed from your office?—A. Yes, sir.

Q. Who were present?—A. There are two assistants in my office—one, Mr. Wm. Forsyth. Mr. Forsyth has only been nominally subject to my control. Mr. Oertly, on whom I rely for a great deal of important inside office-work, is the person who was ordered off.

Q. He was taken out of your office for doing this work?—A. Yes, sir; I have not seen him for the last fortnight.

Q. What is he doing?—A. I suppose he is making statements for you; but I do not know, of course. He told me once on the street.

Q. In this matter of awarding contracts—how has that been done; what has been the process by which contracts have been awarded?—A. All the important contracts have been awarded without my knowing a word of it. I have frequently, especially since Mr. Henry A. Willard became vice-president, called his attention to the irregularity of this proceeding, and so I have succeeded, for the last two or three months, in getting regular meetings. I think since that time this has stopped; but it took me five months speaking to Mr. Willard until I succeeded in having these regular board meetings.

Q. Prior to that time how were those contracts let; were they let in regular board meetings, or in what way was this thing done?—A. I know of one contract that was let in regular board meeting. This was the award of 75,000 square yards of wood pavement to the successors of De Golyer & McClelland. A board meeting was called; I think it must have been in June or July of last year. Mr. Jeffries was there as their attorney. A statement was made that we would throw two or three men into bankruptcy if this contract was not awarded; so it had to be given out. This is the only contract where I know the board has been consulted officially.

Q. Who did award these contracts?—A. I think the vice-president.

Q. How did they get upon the minutes of the board?—A. I have attended every meeting of the board, to the best of my knowledge, that has been called since I have been a member of the board. I do not think I have missed a single meeting. Last Monday I was preparing papers for you, and I duly notified the other members of the board that I was of necessity absent, but how they got on the minutes of the board I can make an explanation. About three weeks ago this very question was up. It was mentioned that a certain transaction was on the minutes of the board. I told them I was sure it was not there. Mr. Magruder came forward and said: "I think I have spoken to you about this matter. However, if I have not, I spoke at the time to Governor Cooke and to Governor Shepherd. That makes three. There are a majority, and a majority rules." My answer was: "Mr. Magruder, if you meet Mr. Shepherd on one curbstone corner, and you meet Governor Cooke on the next curbstone corner, and you three agree upon something, do you call that a meeting of the board?" He said "Yes." There was, before I became a member of the board, a rule passed where the vice president—in fact, wherever he set himself down to write a contract or do anything else officially, the clerk was to enter such action as done at the meeting of the board. That is all the statement I have to make in regard to that.

Q. Are we to understand you to say, in regard to this letting of con-



tracts, that you were not consulted as a member of the board?—A. Never. I wish to say there is one single exception, and this is as far as I remember. I went some time in July of last year—I happened to go on business—to the private office of the vice-president, Mr. Shepherd. I found him there in consultation with Mr. Oertly, and, looking at what they were doing, I saw they were giving out contracts for main sewers. They showed me what they were doing, and at that hour, I think it was—yes, it was then—that about a million dollars' worth of contracts were given out. I was present, but was not consulted but in one single instance. I remember I made an objection to the party who was to have this contract.

Q. Who was that?—A. I think it was a contract for Boundary-street sewer—this main sewer. I came there. Mr. Oertly had made certain statements and calculations. For instance, there was a statement of the continuation of the Tiber Creek sewer from Maryland avenue to Virginia avenue, \$350,000. Mr. Shepherd's answer was, "Put down Carrohan & Co." It was the first time that I had heard the name of that firm.

Q. Was that contract awarded to Carrohan & Co.?—A. Yes, sir; he is now proceeding under it.

Q. Were any other main-sewer contracts given out that day that you know of?—A. I have stated to the best of my recollection that a million dollars' worth of work was given out on that day.

Q. Who was the other work given out to?—A. Gantz & Appleman.

Q. What did they get?—A. Boundary-street sewer, between Second street and Eleventh street; Samuel Strong, Boundary-street sewer, between Eleventh and Fifteenth streets; Gregg & Co., Boundary-street sewer outlet, from Fifteenth street to the Eastern Branch as far as it went. A contract was given then to William H. Adams for an extension of his sewer, which he built under the previous contract.

Q. That was done, you say, at Governor Shepherd's private office?—A. Yes, sir.

Q. Where is that?—A. On Pennsylvania avenue, between Ninth and Tenth streets.

By the CHAIRMAN:

Q. You say you spoke to Mr. Magruder about that matter which you found on the minutes, but you did not state what matter.—A. The matter was the resignation of Mr. Henry A. Willard as vice-president of the board. If you will allow me, I will state the occurrence. Some work was proposed to be done, and this work I considered as entirely unnecessary and wasteful in the present state of our finances. The answer was made that this work had to be done, since it was already included in the assessment-sheet made some time ago. I asked for the assessment-sheet, and afterward I was rather a little gruffed. I then said, "I ask this as a member of the board and as the engineer of the board." Some other words passed, and I afterward said to Mr. Willard, "I claim I have been legally elected by my fellow-members here, and therefore I stick to the rights and duties of my office." I told him that I should have been glad to have voted for him as vice-president of the board, and would have voted for him three times, instead of seeing him designated by the governor for this place. Mr. Magruder then said, "Mr. Willard has been elected, and the fact is on the minutes of the board." I then reminded him, Mr. Henry A. Willard, that on some Sunday morning he came to my house and asked me for my friendly advice as to whether he should

accept the designation of the governor, when I promptly advised him that he should not do it. I told him that I should be glad to vote for him as vice president, but I wanted him regularly appointed by his fellow members. Mr. Willard seemed to be impressed by what I said, but left. It seems he afterward concluded to keep the appointment. So when this came up the other day, I certainly objected to his telling me that this was in the regular meeting. Mr. Magruder said these meetings were to be considered as rather in the *Pickwickian* way—in a constructive way.

Q. You told Mr. Willard you would be glad to vote for him?—A. Yes, sir.

Q. You consider him a competent man for the place?—A. Yes, sir. He is a very reliable man. I would not say exactly whether Mr. Willard has the necessary experience to attend to such business, but that is not the question.

By Mr. WILSON:

Q. Have there been any cases where contracts have been let, and the contractors gone to work upon the streets before the engineer department had notice of the fact?—A. Many.

Q. What has been the rule of your department, or the conduct of your department, in relation to this matter of taking cross-sections and getting the necessary data upon which to make proper measurements?—A. I have insisted upon their being made in every case.

Q. Have they been made in every case?—A. Since that time I think we have got good cross-sections in each case.

Q. Do you regard cross sections as essential to an accurate measurement of work—cross-sections taken before the work is commenced?—A. I consider them as absolutely necessary, even in the plainest case.

Q. Have cross-sections been taken in all cases?—A. Well, I find in a good many bills which I have to settle for work done before I was a member of the board, almost invariably there are no cross-sections.

Q. That was where work was being done prior to your being a member?—A. Yes, sir.

Q. Was there any mode by which you could get an accurate measurement of the work that had been done?—A. No, sir.

Q. Before I forget it—you mentioned a moment ago that you had called for an assessment-sheet on some street where an assessment had already been made, and the work had not yet been done?—A. Yes, sir.

Q. What street was that?—A. Nineteenth street.

Q. What work was it that had not yet been done?—A. I was hunted by everybody to do long stretches of parking—sodding. This was one of the cases. Since this question had been so often before me, I was most earnest to see if Mr. Forsyth had actually included this in his assessment, so that it was necessary to expend this amount of money, which I considered as a dead waste.

Q. In that case, how did you find out? Had the parking been charged for, and put in the assessment sheet?—A. Up to this time, notwithstanding repeated applications for the purpose—up to this day I have not yet found that the assessment sheet was forthcoming. Other statements came to me, which were not the assessment-sheets, but I always sent them back again. I wanted the assessment-sheet. I have not yet procured it.

Q. What was it they were proposing to do; were they proposing to go on and do work on that street? A. Yes, sir; parking, you know. They were preparing to do parking, which, they said, were included in

their assessments already ; and, therefore, whether necessary or not, the property-holders were entitled to it, since they had paid for it.

Q. Have there been cross-sections made with reference to Government property and government reservations in these places?—A. As good fortune would have, we have cross-sections in nearly every case.

Q. You think that as to Government property data can be found upon which measurements can yet be made?—A. I do not think there is any difficulty at all.

Q. What is Mr. Oertly's position in your office?—A. Mr. Oertly is to generally have charge of the in-door work ; that is, he attends to the routine work. Men come and want to have a sewer in an alley, and the like ; he prepares the necessary data ; then he submits the papers to me, which I adopt, reject, or modify.

Q. Now, has he done any outside work in the way of measuring for contractors?—A. Not under my orders.

Q. Has he under anybody's orders?—A. He has been sometimes in the vice-president's office—

Q. Whose work has he measured?—A. I should think mostly Gleason's and John O. Evans's.

Q. Has he measured work for anybody else, that you remember?—A. I think the Richmond Granite Company, and perhaps for Filbert. He may have made smaller measurements, and, in fact, last summer, for one month, for Mr. Barney, whom I had regularly designated for this work ; he was sick, and at that time my bills bore his signature.

Q. Whose duty was it, under the organization of the board, to look to this matter of measurements, and to detail the men to make the measurements?—A. It was my duty, my responsibility.

Q. Did you designate Mr. Oertly to make these measurements for these contractors whom you have named?—A. I did not.

Q. Who did it?—A. He told me that—when the thing went on for some time, and I found very large bills entered in the books which I never had seen an application for, or anything—he told me afterward that he had done that under the orders of the vice-president. I could not blame him for it.

By the CHAIRMAN:

Q. What were these bills you speak of that you found on the books?—A. These bills were principally those of Mr. Albert Gleason and John O. Evans.

By Mr. WILSON:

Q. At what time were these measurements made with reference to Government appropriations or moneys received from Government appropriations?—A. That is rather hard for me to say, because one of the difficulties I had in having order in my office—I found on one morning I came there and was trying to find Mr. Oertly at his desk. He was off, and I wouldn't see him again for a week or a long time. When I would ask for him, I found he was on some Government measurement under the orders of the vice-president.

Q. Was there order or arrangement by the board with reference to the persons to whom money should be paid that was appropriated by the Government?—A. Not one word was passed officially.

Q. There was no system, then, by which the contractors were paid in the order of their indebtedness—in the order of the date of their certificates?—A. I am entirely ignorant of what has been done in that respect. I frequently thought that, like in any public institution,



the accounts of the treasurer should be audited once a year, but it was not done.

Q. Have these accounts of the treasurer ever been audited that you have any knowledge of?—A. No, sir; not since I have been a member of the board.

Q. Has there ever been anything said on that subject?—A. I have frequently mentioned it to Dr. Blake and Mr. Willard since last summer, but I was uniformly told that we were following out a system adopted before we became members, and the system was so admirable that it could not be improved upon.

Q. Who measured the work of the Evans Concrete Company?—A. Mr. William Forsyth.

Q. Under whose direction was that done?—A. Under the direction of Mr. Henry A. Willard, most likely, or on the order of the governor. I am certain I did not designate him.

By the CHAIRMAN:

Q. Did you object to his being designated?—A. I did not know he was designated. I only found the bills when they were measured.

By Mr. WILSON:

Q. When they were returned to the office?—A. Yes, sir.

By the CHAIRMAN:

Q. Did you certify to them?—A. No, sir.

Q. Did you refuse to?—A. They were never presented to me. If they have been passed, it was without my notice.

Q. Certified by Forsyth?—A. Yes, sir; that is to say, partial measurements may have been signed by me.

Q. You say there was a million of dollars— A. All of the Evans concrete contracts.

Q. They were measured over—the final estimate—by Mr. Forsyth?—A. Yes, sir.

Q. Certified to by him?—A. Yes, sir.

By Mr. WILSON:

Q. Do you know the process by which Mr. Forsyth determined the length of haul in matters of grade?—A. I do not see at all how he can determine the length of haul. He must take the statement of the contractor, not having been connected with the work as it progressed, because, in fact, you know, cases have been pointed out to me. I remember just now—let me see, I would say about a couple of weeks ago—a property holder came to me—and he is also a small contractor, I believe—and told me that he had seen somehow or other that for grading at the south of Rawlins Square, Mr. Forsyth had allowed a haul of 6,000 feet, while he knew very well, from his personal knowledge, that it came from the next square. This man is named Clark; John H., I think.

Q. Have you any personal knowledge in regard to that?—A. No, sir.

Q. Have you ever examined the voucher in that case, or any of the papers, to see how much haul was allowed there?—A. I examined the voucher, and found such a large haul was actually paid for. The quantity was not very great, but I instance this as an illustration.

Q. State if you have discovered any mistakes that Mr. Forsyth has made?—A. Frequently.

Q. Where are they?—A. When I got to have charge of the engineer's office, I think one of the very first bills that came into my hands was

for the wood pavement of DeGolyer & McClelland, on Pennsylvania avenue east. I found a mistake in the surface measured—an overcharge of about four thousand yards of wood pavement. Mr. Forsyth came to me and tried to bully me down, and said for twenty-five years his figures had never been questioned, and this was not going to be done hereafter. I told him he hadn't found the right man; and unless he corrected his own statement, I should throw his voucher in the fire and make a correct one. I communicated this fact to Mr. Shepherd. He afterward told me to please go myself over the whole street, and make the measurement in detail. I did so. I made the measurement in a cold winter day—about New Year's, 1873. I found that those measurements which I had checked off from the map were correct, and the overcharge was there, whereupon the bill was passed in its true shape—in its corrected form. The men have not got one yard too much.

Q. Do you know any other mistakes he made?—A. Shortly after that there was another case. I think it was Mr. Frank H. Smith. He had a contract for M street, just east of the M-street bridge and Georgetown. I do not know how it came, but Mr. Forsyth gave the measurement to Mr. Smith, most likely without its being called for. I at the same time had a correct measurement made out at the office. There was a difference again, in a plain surface measurement, of between 1,000 and 2,000 yards of wood pavement. Mr. Smith, of course, after he had seen the large bill, did not like to take anything less, and so the vice-president referred this to Mr. Willard, I believe, but in the mean time I settled this matter with Mr. Smith. I found that the small amount of work had been done twice, you know. If any member of the committee is conversant with the fact, there was a wooden pavement laid from Twenty-second street to the M-street bridge. In the M-street bridge there was a big fill of 20 feet. It seems Mr. Smith had laid it twice, once in the fall and in the spring, and that had settled and he laid it once more; and, with the exception of this, it was found our measurement was correct, and so it went to Mr. Smith. The case has been disposed of. The measurement was incorrect. It is all correct now.

Q. Was he paid according to the corrected measurement?—A. Yes, sir.

Q. Are there any other cases of that kind?—A. The third case that I remember of is this: there was a case of another Smith, I do not remember what his christened name is, I believe William, on B street between Second and Third. There was a square there just a certain length and a certain width, and there was an over-measurement at that place of over four hundred square yards of wood pavement. I had it corrected again. These cases being all in a short time, I insisted that another man should be appointed to make these measurements, and I saw Mr. Charles E. Barney, whom I considered as a very reliable and competent gentleman, and had him have exclusive charge of that part in my branch of service.

Q. Did Mr. Forsyth make any measurements after that?—A. Not under my direction.

Q. Did he make any under anybody's directions?—A. I believe the committee are aware that he was put in charge of all the Government measurement and attending to some special cases like the Evans Concrete Company. In fact I have, perhaps once or twice, had papers referred to him, where he had commenced work, and it was difficult for Mr. Barney to make a mathematical and exact estimate, which he always tries to do.

Q. What do you know in regard to this measurement on Massachu-

setts avenue east, that has been inquired about here by the committee, where there was subsequent arbitration?—A. That is one of the cases which Mr. Forsyth had commenced. I did not see that there was any hurry for it, because this work is incomplete at this time. Anyhow, the contract, from what I could find out from the records, was given to Mr. Connolly, and he began to cut and fill without the engineers knowing anything about it. Looking over the records I found that about six weeks or two months, possibly, after the contract was let, that Mr. Barney made the first professional report about it; so of course I had the right to assume he knew something about this matter. The first payment under my charge, I think, was made in May, 1873—April or May. I referred this matter as usual to Mr. Barney. Mr. Barney told me and reported to me that it was impossible for him to make his statement, as there was nothing of the original surface of the ground.

Q. Were there any cross-sections there?—A. No, sir.

Q. None had ever been made?—A. No, sir. And so he suggested, and I believe he expressed it in an official letter, that this matter be referred to Mr. Forsyth to make the measurement up to date, and we could take care of this matter hereafter. I did so. Mr. Forsyth certified to a great quantity of earth, and we thought this was the end of it. So about two months afterward he asked for another measurement. Well, he said he did not want to do any more work on the streets. I did not see the necessity for such work at all; and I had no objection.

By MR. MATTINGLY :

Q. Who was it who asked for another measurement?—A. Mr. Connolly. Well, we thought afterward, since we knew that in these two months intervening no work had been done by him on that street, that it was a more difficult matter to make a partial estimate than a final one, which would enable him to get the twenty per cent. retained. But, to our astonishment, the measurement came back from Mr. Forsyth with about 30,000 cubic yards added to it. Well, this was rather a little too big a pill for me to swallow, and after consultation, and after going on the ground—after making diligent inquiry all about what had been done there, I found that if there was a little earth deposited there, it had been done by other contractors. While I was up there, the thing went even so far that I saw there was some earth put there. I asked the boys on the line where the dirt came from. No answer. I asked the second one. No answer. I asked the third one, and as soon as I asked the third one the password was passed along the line of thirty carts, "Don't tell him." I found those were Mr. McLaughlin's teams, and not Connolly's. All of these facts seemed to me conclusive that nothing else was due beyond that measurement which Mr. Forsyth, formerly made so high; that, without having further recourse to Mr. Forsyth, I tabled his statement, and sent in a statement "Nothing is due beyond the former measurement." Mr. Connolly then, of course, appealed from that decision. He saw Mr. Shepherd; he plagued him considerably, so that Mr. Shepherd asked me to have a remeasurement made. I had a remeasurement made by Mr. Moore, an assistant of this office, and whom we had the good luck to secure for a time, having been a chief engineer of railroads for a length of time. He found that measuring the cut of the streets Mr. Connolly had been overpaid in fact at least about 35,000 yards. Those 35,000 yards were now secured under contracts which he held on streets where he was paid for the cut, and for the haul to the streets. So again I



reported no change could be made beyond the money already in his hands. At this time Mr. Connolly came to my private office on Fifteenth street, and says, "I will do a square thing with you. Suppose I cut off 15,000 yards, and let it be 100,000 yards." I told Mr. Connolly that was not the way I was doing business. If 115,000 yards belonged to him he ought to have it; if not, he ought only to have what he was entitled to. So the thing went on. Then Mr. Shepherd came to me and told me that he was very much troubled with this man, and suggested that I have an arbitrator appointed, or rather some measurer of the Treasury Department. I then went to the Treasury Department, and secured a computer, Mr. Thompson. But I am too fast. When the first remeasurement was made, Mr. Shepherd insisted that I should invite Mr. Forsyth and Mr. Samo, who was the Government measurer. He thought it important that Mr. Samo should be present, as what Mr. Samo agreed to the Government would finally be responsible for. So I went and got Mr. Samo, and notified Mr. Forsyth to be upon the ground. Mr. Samo came, and we went on with the measurements, a number of contractors from Capitol Hill being present. They told us all there had been a big gravel pit, and the like. I told the measurer to take the length and width, and give it to Mr. Connolly. This was done until four o'clock in the afternoon, when Mr. Forsyth came in in a high state of excitement. He abused me in language that I would not like to repeat; but I did not take any notice of it. I was bound to see this measurement through; I had come there for the purpose of making a measurement, and not for the purpose of having a quarrel. This measurement was made, and I believe Mr. Samo and Mr. Moore figured it up together, but the multiplication-table was not to Mr. Connolly's taste. About a week afterward Mr. Shepherd asked me to appoint this measurer from the Treasury Department. I said I did not see the necessity for it, because Mr. Samo and Mr. Moore have mentioned a conclusive measurement. He said, "No such thing; Mr. Samo has reported to me that the 25 years' experience of Mr. Forsyth was a great thing," and so he could not go against Mr. Forsyth's figures. Well, since I saw I could not do any better, I then secured that measurer from the Treasury Department. He came. While there one afternoon, Mr. Arthur Shepherd acting on the part of Connolly, I left him, and in the afternoon the next day I heard this man had resigned his position. He said he did not want to act.

Q. Who had resigned his position?—A. This measurer of the Treasury Department. Knowing him personally, I went to him unofficially, to ask him why it was that he was not making these measurements. He told me afterward that he was afraid he would get himself into difficulty. An effort was made to get him to sign the measurement in Mr. Forsyth's house in the evening; but he declined to do so, and would rather have nothing to do with it.

Q. Who was that?—A. Mr. Thompson.

Q. Is he here now?—A. Yes, sir. Then the governor, he decided, without my knowing of it, that this matter should be settled by a certain commission which he had appointed for assessing damages. Of course, as soon as this was in new hands, I considered it my duty to go there and make a statement, as I had done on every previous case. I did so; and when Mr. Connolly stated that a certain place he had filled up was about 20 odd feet, I at once asked him to make pits. They refused to do it, and then I said, "If you do not make the pits, I will make them for you, and you can take the responsibility or not of looking at the pits." The pits were made four feet deep, and

we found stratified ground. Notwithstanding this, this commission took testimony, and said their conclusion was that about 22,000 additional yards were due to Mr. Connolly; and this ended the matter.

By Mr. WILSON:

Q. How much grading do you think should have been allowed there?—A. I think no more than the cut.

Q. Do you know what that amounted to?—A. To about—I believe about 45,000 yards, but, to be more equitable to the contractor, I said, “Mr. Connolly, can you prove that you have brought any stuff here not coming from any other streets?” He afterward showed me one square belonging to Mr. Gulick. I went there, and from the marks in the ground, and from the statements I could get all around, I found about six or seven thousand yards might have come from there.

Again, there was another little property. From both sources it would have made, perhaps, about 55,000 yards, and this is my earnest opinion, that he ought to have been allowed that, and nothing more; because the additional earth came from other contractors on adjoining streets—I should say Third and Fourth streets—all around there, where there was more cut than filled.

Q. That is the history of the transaction?—A. Yes, sir.

Q. How much was allowed?—A. I think the final award was 105,000 yards. I think 50,000 yards would amply cover all he ever did there.

Q. Do you know whether or not the vouchers that were on file in your office were used by Mr. Forsyth and Mr. Samo in making these Government measurements?—A. Well, they have been used in making Government claims, in November last—the claim for work not paid yet, around the Capitol extension here—the change of grade.

Q. You mean for that work that has been done within the last twelve months?—A. I mean for the work that has been done mostly since last August or so.

Q. Done and not paid for?—A. Yes, sir.

Q. Were the vouchers of your office used for the purpose of making up the estimates upon which the former appropriations were procured from Congress?—A. Yes, sir; I could not answer. Mr. Oertly did this without my knowing any thing about it. He had access to the vouchers. Whether he used them, it is hard for me to say.

Q. Who fixed the prices for the flagging around the Botanic Garden?—A. Do you mean for the Government or the contractor?

Q. Speak with reference to all of them, if you know.—A. The prices for Government were fixed exclusively between Mr. Oertly, Mr. Forsyth, and Mr. Samo. And the prices for the contractor were fixed by a private correspondence between Mr. Shepherd and Mr. Oertly, of my office. He notified me afterward that such and such was to be the price; that is on the record.

Q. Have you the record of that with you?—A. No, sir, I have not; but I can produce it.

Q. How was this price of a dollar and a quarter a square foot fixed for new flagging?—A. I have not the least idea.

Q. Did you have anything to do with that?—A. No, sir.

Q. Do you regard that as a fair price?—A. I consider it is too much.

Q. What is a fair price for that flagging?—A. I should think a fair price for that flagging, with fair profit, would be, perhaps, between—about 80. There is one thing, again, the difficulty we had to labor under last year, you know—the difference between cash price and certificates. Everybody knows that at present our certificates are consid-

erably down, and whenever a price was to be fixed, of course, nominally, the depreciation of the paper was not taken into account in most cases; but, in fact, you know of course that you cannot get for 60 cents a dollar's worth of work, and so, of course, I would say a cash-price for this kind of flagging would be about 75 cents; that is to say, if it is dressed flagging around the circles up there, 75 to 80 cents.

Q. Which circles do you mean?—A. I mean around the Farragut Square, around the P-street circle, around Scott statue, and around Mount Vernon Square.

Q. Does that embrace furnishing the materials?—A. Certainly.

Q. Now, there is another class of flagging, this square-faced flagging as it is called, such as is down here on B street north, and I think some on Maryland avenue. And there is some of that through the mall?—A. Yes, sir.

Q. What is a fair price for that flagging?—A. As far as this is concerned, I was led by Mr. Oertly into an unintentional error, namely: After all this flagging had been laid on the circles up there, I had read in his contract, as far as I remember, furnished material to do such and such work. Then I knew the price was—I do not remember—60 or 65 cents. Now, one day, on May 14, I got a letter from John O. Evans. He requested flagging to be used for flagging across the mall to B street, northwest, which he had received the order for before. How he received the order I do not know. In fact, he was doing the work there without a price, it seemed; and since Mr. Oertly was cognizant of the fact, I referred it to him. He afterward laid before me a statement footing up to 84 cents a square foot, while I had at that time no idea whatever that this was a different flagging. In fact, I ought to have seen it. For this I am to be blamed. My impression was that this was the same kind of finish which was up at the other reservations. I thought, therefore, that the price of 84 cents, which, in detail, he laid before me—that this was a fair price—so I signed that requisition for 84 cents; but I go back of that. The cost-price of that is about 45 cents—furnishing material and putting it down.

Q. Who did the principal part of the flagging around Government property?—A. Well, I think that we laid about 300,000 square yards of flagging—345,000 square yards of flagging. Of this Mr. Evans must have laid 200,000 square yards, and the rest of it was divided between Mr. Nicholas Acker, Mr. Morgan, and Joseph Fletcher. There may have been others, but I do not recollect them just now.

Q. In looking at Fletcher's contracts, I notice the price there was fixed at 34 cents; since that there has been something said about 19 feet of parking. How was that price, 34 cents, fixed for laying that flagging?—A. Well, in the original papers I find that there was nothing mentioned of sodding, because this question has been up officially in the last two or three weeks; and so I said to the board, I do not approve of this price; but I believe that no sodding is included. However, at a subsequent date, when he was awarding a contract for sodding, the vice president marks upon it, "This sodding is included in the former price." Now, the contract did not show that this sodding was included, so I was willing to let it go for what the contract actually was, to stick by an agreement you once make right or wrong. The board directed me to take off this sodding, which I did; and subsequently they reversed their decision and allowed him for the sodding. I think this was only two days ago. I wish to say I have never heard of flagging and sodding being put together. They are two different things, just as much as brick



pavement and curbing. I do not see how the two can be brought together, especially since, in some cases, the flagging is only 4 feet wide, as in the case of B street, in the case of Seventh street, in the case of Twelfth street. In the case of Twelfth street it may be 6 feet wide, Fourteenth street 14 or 23 feet wide. How, therefore, can you settle a uniform price? It is not all alike.

Q. Do you know the market-price of flagging in '72, '73, and '74?

The WITNESS. Do you mean the cash-price?

Q. Yes.—A. Between 17 and 21 cents, delivered in New York City. To this you must add the price of freight here. The price of freight, I should think, is amply covered by 5 cents. Then, again, you must add to it the price of haul to the place where it is to be used, and you must always take into account that in large contracts, of course, the contractor orders direct from the quarry and brings it to the place, while where smaller quantities are used, of course he has to have the stock in his yard. It has to be hauled, and it is a matter of the investment of capital in his yard.

Q. Do you know from whom the board of public works made purchases of the flagging?—A. I do not.

Q. Do you know of any contracts being made—were you consulted about any contracts in regard to the purchase of flagging?—A. This case having been up for some time I examined closely the list of all the contracts, and I did not find any contracts recorded among the official list, so I have no idea at all.

Q. You don't know who did make the contract, then, for the flagging?—A. No, sir. I have also examined the report of the superintendent of property of 1873, and I see one kind is omitted, while curbing and other pieces is included in his report.

Q. Do you know of any case where contracts have been executed after the work was done?—A. Many. I think the rule has been to make the contractors sign the contract as soon as possible; but, then, the members of the board of public works don't sign them all at once; they sign them in bulk.

Q. Do you know of any case where the contractor has signed them after the work has been done?—A. I know of several.

Q. What cases were those?—A. For instance, the case of Gantz & Appleman, for the B-street sewer.

Mr. WILSON. I don't care about taking up time with that.

Q. Do you know of any cases in which the price has been increased after the contract was awarded? If you do, state what cases they were, and what reasons there were for making such a change.—A. I remember there was, before I was a member of the board. One day I was asked about the price of the Evans Concrete Company. There was an independent order of the board, and the vice president sent to me a note from which I inferred, I believe, that Chas. E. Evans & Co. got \$2.80 or \$2.90 for concrete, and the other contractors were paid \$3.20. At that time Mr. Chas. E. Evans had done some of his best work at Fifteenth street between Pennsylvania avenue and H street, and also on I street, while the other contractors, Mr. Jno. O. Evans & Co., had done work which was a decided failure in concrete pavement, especially on Pennsylvania avenue between Fifteenth and Seventeenth streets. So we thought, looking at the question of law—I certainly reported back, "I do not quite see how a man who does better work gets less pay than other men who do poor work. Officially, as a member of the board, I do not know anything about it; but this has been referred to me, and I just answer. Other cases I do not remember just now, but there may have been other.

By the CHAIRMAN:

Q. Was the amount paid to the Evans Concrete Company increased upon your statement?—A. I think so. I do not know whether it was made retroactive or not.

By Mr. MERRICK:

Q. I understand you, that certificate was made before you became a member of the board, and that it was made in your private character, and not official?—A. Yes, sir. I was then inspector of buildings, and, as such——

The CHAIRMAN. I infer he was giving his best judgment.

By Mr. STANTON:

Q. You were an employé of the board?—A. Yes, sir.

Q. Acting under appointment of the board?—A. Yes, sir; I have continued to act up to this time, but of course without pay after I was appointed—became a member of the board.

By Mr. WILSON:

Q. Right there, I will ask you this question: State whether you have ever had any extra compensation for your services as engineer, or have you simply had your salary?—A. No, sir; I have never asked for any, nor have I claimed any. The question was put a couple of times when Mr. Willard became vice-president. The letters addressed to me were not couched in such respectful language as I thought was proper for a fellow-member of the board. Mr. Willard afterward told me that he made a difference between me as an engineer of the board and as a member of the board. He said such salary was due to me. I asked him afterward what salary he was getting for performing duties of vice-president. Said I, "I do not see that anything is due to me then." I wish to say that I, of course, have had for many years before I was a member of the board had a private office as an architect here. Long before I was a member of the board drawings were perfected for a market-place on Capitol Hill by my employé, and this market-house I have finished since I have been a member of the board, and have received a little less than the regular commission would be. The whole charge for my office expenditures has been \$2,500, and this completes all. They owe me still a couple of little charges for work which we had done—personal outlays by employés of my private office.

Q. Do you carry on your private office besides your duties as member of the board of public works?—A. I did carry it on.

Q. Have you since you have been a member of the board of public works?—A. Yes, sir.

Q. What has been the character of your business?—A. Erecting buildings, to some extent; but, of course, since I was a member of the board of public works, I have been considerably impeded in these operations. I have at this day given it up nearly altogether. For Senator Stewart I erected a house last year, and then a couple of other houses. I am also architect for a block of buildings on my own account, and on account of Hallet Kilbourn and Alexander R. Shepherd. An engineer of a railroad acts at the same time as a consulting engineer of other railroads. And so I do not think there was any harm, provided I worked about sixteen hours, and devoted to my public duties nine.

Q. I wish to know something about these main sewers in this city. In the first place I will ask you to state the prices at which these main sewers have been constructed, and then I want you to state in that connection how you arrived at those prices; and if you have a map of the main sewerage of the city, I would be glad to have you exhibit that

to the committee. That is one of the matters specified in the subpoena to you.—A. Under your orders I have brought the sewer map alone. Here is a map which contains the distinct marks in red ink of sewers; also, in different colors, the sewerage districts as divided off by the legislature. [Witness proceeds to make an explanation of the map to the committee.] Under your instructions I have prepared a table showing the cost of the main sewers.

The CHAIRMAN. That is the total cost, or the money expended?—A. I have the total cost also, and money expended. I make the total cost, including 5 per centum for contingencies, \$2,435,855.23, and the money actually expended as far as I could get it from the engineers' office, from the vouchers there—it was a little difficult to get it—\$1,407,643.63 is the amount. This leaves unprovided for so far—that is, I mean to say, of course—this represents measurements of sewers sent to the auditor; whether he has paid them all I am unable to say, but I have sent down to the auditor measurements amounting to about \$1,405,643. I have also here, according to the requirement of the subpoena, stated amounts paid by the United States on account of main sewers.

Q. How much is that?—A. I make it altogether \$228,949.70. However, in this estimate there is an item of \$49,780 claimed to have been checked off subsequently, but the records do not show that any claim for B street has been deducted. Deducting this item, there remains the sum of \$179,139.70 as paid by the Government on main sewers. I wish the committee to take into account that these tables have all been prepared since Saturday, and, of course, there might be an unimportant error; but it will give you a truthful picture of the whole state of affairs.

QUERY No. 13.—*Such papers or statements as may be necessary to show the actual cost of main sewerage, as far as completed, and what amounts have been paid on account thereof by the United States.*

No. of sewer-districts included as per bill.	Contractors.	Locality.	Estimated or actual cost.	Total.	Amount paid.	Total paid.
GEORGETOWN.						
1	Collins	Beall street.	\$22,798 05		\$22,798 05	
		Beall-street extension.	12,000 00			
				\$34,798 05		\$34,798 05
SLASH-BAY BASIN.						
2	Samuel Strong	From between Twentieth and Twenty-first streets to Rock Creek.	45,089 33		45,089 33	
4	Richard Morgan	Twentieth street, from L. to M.	11,399 85		11,399 85	
2	Gantz & Appleman	M street, from Eighteenth to Twentieth.	22,263 54		22,263 54	
2	George Follansbee	Eighteenth street.	71,606 45		71,606 45	
2		Seventeenth street, inlet and power in V street.	15,000 00			
2	O. O'Hara	L street, from Fourteenth to Twenty-second.	23,154 99		23,154 99	
				188,531 46		173,510 00
EAST-REAR INTERMEDIATE BASIN.						
4		Section along wharf.	33,600 00			
4	Samuel Strong	Outlet at Seventeenth street.	5,635 70		5,635 70	
4	do	Outlet at Fifteenth street to Seventeenth street.	25,000 00		25,000 00	
4	Gantz & Appleman	B street, Seventh to Fifteenth street.	93,500 00		93,500 00	
4	do	Canal lands.	2,000 00		2,000 00	
4		New York avenue, Seventh to Twenty-second street.	52,000 00			
				\$25,771 44		140,171 12



QUERY No. 13.—*Such papers or statements as may be necessary to show, &c.*—Continued.

No. of sewers-dis- trict as per bill.	Contractors.	Locality.	Estimated or actual cost.	Total.	Amount paid.	Total paid.
TIBER BASIN.						
5	Whally & Brainard	James Creek Canal .....	\$84,750 00		\$27,589 50	
5	H. L. Gall her	Third and Maryland ave- nue to James Creek.	349,170 00		6,400 00	
5	Bartlett & Williams	Maryland avenue to Indi- ana avenue.	264,551 93		264,551 93	
5	do	North Capitol street, E to O	370,080 00		172,590 00	
5	W. H. Adams	O, First and Third streets.	120,473 50		103,182 51	
5	do	Third and P to Eighth street.	99,797 50		99,797 50	
5	Geo. Follansbee	Eighth street, R street to Grant avenue.	49,544 30		49,544 30	
5	do	Grant avenue and Eighth street inlet.	6,000 03			
5	W. H. Adams	Gravel-pit, Boundary and First street.	10,000 00		6,000 00	
5	Jno. Chapman	R street, between Eighth and Ninth streets.	3,123 00		3,123 00	
5	Samuel Strong	R street, between Ninth and Tenth streets.	3,500 00			
5	A. C. Chenoweth	From Tenth and R streets to Thirteenth and F streets.	20,205 00		2,632 56	
5	Gray & King	Rhode Island avenue .....	375 60		375 60	
5	W. H. Adams	do	14,320 00		14,320 00	
5	Pat. Cullinane	Third street, southwest....	13,670 42		13,670 42	
5	Geo. Follansbee	Maryland avenue, Third street to Fourth-and- a-half street.	29,489 52		29,489 52	
5		South Capitol street, canal to D street.	3,749 60		3,749 60	
5		D street, between Second and South Capitol streets.	12,695 55		12,695 55	
5		K street, between Third and North Capitol streets.	13,000 00			
5		Seventh street, East Cap- itol street to G street southeast.	20,000 00			
5		I street, Sixth street to Eighth, southeast.	8,658 16		8,658 16	
5		Seventh street, southeast..	12,000 00			
5		Twelfth street, southeast, Pennsylvania avenue to I street.	13,250 00		13,250 00	
5		Pennsylvania avenue east, Twelfth street to Tenth street, and up Tenth street.	7,500 00		4,200 00	
5	J. E. Gregg	Boundary street, Fifteenth street to Eastern Branch.	62,283 01		34,280 60	
5	Samuel Strong	Boundary street, Eleventh street to Fifteenth street.	116,525 00		71,994 00	
5		Eleventh street inlet, north- east.	8,000 00			
5	Gantz & Appleman	Between Second and Elev- enth streets.	130,069 71		130,069 71	
5		Pond at Second street east	25,000 00			
Total estimated or actual cost.....				1,870,781 80		1,071,164 46
Add 5 per centum for contingencies .....				3,319,862 13		1,407,643 63
				115,993 10		
				2,435,855 23		Cost of completed main sew- ers.
Value of work uncompleted or not begun yet.....				1,028,211 60		

REMARKS.—These figures are compiled from records of engineer's department, and from estimates for uncompleted work, or for work not commenced yet. Though not intended for minute mathematical accuracy, they will form a safe guide for a correct understanding of the involved matters.

ADOLF CLUSS, Engineer.

WASHINGTON, May 18, 1874.

*Amounts paid by United States on account of main sewers.*

Page 409, governor's Answer.....	\$49,480 00	
	9,300 00	
		\$49,780 00 B street, main sewer.
Page 413, governor's Answer.....	2,314 00	New Hampshire avenue, (Slash Run sewer.)
Page 430, governor's Answer.....	100,395 43	B st., N. W., between 7th and 17th sts.
Page 433, governor's Answer.....	62,730 00	Tiber Creek sewer.
Page 439, governor's Answer.....	21,872 00	Missouri ave., branch of Tiber Creek sewer.
Page 456, governor's Answer.....	22,825 25	B-street intercept-sewer.
Page 439, governor's Answer.....	9,000 00	Connecticut ave. and M st., (Slash Run sewer.)
Total payments by U. S. for main sewers..	228,919 70	

ADOLF CLUSS,

*Engineer, Member Board Public Works.*WASHINGTON, *May*, 1874.

NOTE.—The first item of \$19,780 is claimed to have been checked off subsequently; but the records do not show that any claim for B-street sewer has been received from. Deducting this item, there remains a sum of \$179,139.70 as paid by Government on main sewers.

Q. How did you make up these prices—prices at which these sewers were constructed?—A. Here is, for instance—that is the large section—the section constructed by Gregg & Company. This sewer has but 10 feet in diameter, and three rings 14 inches deep. In that sewer there is of course a very large haul for bricks there to use, and I have put in for bricks more than usual. This sewer contains per linear foot 623 bricks, at \$26, which makes \$16.20; 8 cubic yards of excavation, at 77 cents, which makes \$6.16; 71 feet of shoring lumber, at 6 cents, which makes \$4.25; 36 feet of lumber for foundations, at 6 cents, which makes \$2.16—altogether \$28.77. I add 18 cents for contingencies, making \$2.87, making \$31.64. Now, since this was understood that these men were to be paid in sewer-certificates, and the vice-president and, I think, Mr Oertly, fixed 15 per centum as the depreciation of the paper, and therefore \$4.77 has been added on that account so as to make a total charge of \$36.38, which is now the price he gets.

Q. That is the Boundary-street sewer?—A. That is for the last part of Boundary-street sewer. You know it decreases as it goes up.

By Mr. WILSON:

Q. According to that the price of this sewer has been increased over \$4 per foot by reason of the depreciation of the paper in which the contractor is paid?—A. Certainly.

Q. Does that same thing occur with reference to these other sewers?—A. That has been done all the summer uniformly since the sewerage-bill passed. Now, it may be odd to you to have it appear that 77 cents a cubic yard is charged for excavation. This I wish to explain to you. You see these main sewers are very deep. Therefore, you must consider that in the trench of about 25 feet there are four lifts, and then, again, to construct a sewer you would have to construct three lifts more. Therefore, in making this price for the sewer, I must calculate for the many lifts required. In that way we get at the price of 77 cents. The 77 cents is made up as follows: Taking and loosening the earth, stiff clay, and so on, 12 cents. Now, when he commenced, of course there was no lift, but when he stopped there were seven lifts; therefore, three and a half lifts, at 13 cents a yard, make 46  $\frac{1}{2}$  cents; levelling the sewer after it is built, 4 cents per yard; tools, 2 cents; this makes 64  $\frac{1}{2}$  cents. Add to this 20 per cent. profit in the investment of the contractor, 12  $\frac{1}{2}$  cents, and it would cause the cost per yard to be 77 cents. The other prices need no explanation, because they are regular prices.

By the CHAIRMAN:

Q. Do you think that \$36 a foot is a reasonable price?—A. Yes, sir;

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considering the payments these men got. I don't consider they make any money.

Q. You have added 15 per cent. for depreciated paper?—A. Yes, sir.

Q. You consider it a reasonable price?—A. Yes, sir. I think if they got cash and 15 per cent. off, they would make no more than fair business rates.

By Mr. WILSON :

Q. Is the board of public works still letting contracts now?—A. Most of the contracts that are let out now are let out for sanitary reasons, such as relate to alleys. No new work is being given out—only work that was torn up last year which it is indispensable to have finished. Then, of course, there are many outstanding contracts, which occasionally notice is given to go on with.

Q. Who had the contract for putting down the pavements, &c., fronting the Government reservations, as a general rule—I mean in the streets?—A. Well, it is hard to say; I could not specify.

Q. Are there any cases in the city where the contract for grading has been let to one party and the contract for paving to another and a different party?—A. Yes, sir.

Q. What has been the practice in measuring the pavement in cases of that kind—was all the grading measured to the man who did the grading?—A. Yes, sir.

Q. Was there anything deducted from the paving-contract on account of two feet of grade that was carried with the contract?—A. Well, I wish to say that up to November of last year, when I objected to the doing of work of this kind, on the ground that the bills were not made by the engineers, and made by what they call the auditor, and what he has deducted I am not able to say; but I learn it has not been deducted.

Q. How do you explain that? What do you mean by that?—A. The bills were made by the auditor. The measurements only were given by the engineer.

By the CHAIRMAN :

Q. The quantity given by the engineer and the amounts carried out by the auditor?—A. Yes, sir.

By Mr. WILSON :

Q. Did the engineer fix the prices, or simply put in the quantities?—A. Simply the quantities.

Q. Therefore you are unable to say whether there were any deductions made or not?—A. No, sir; I hear deductions were not made—at least, so far as I see from the published assessment-tables; that led me to infer—

By Mr. MATTINGLY :

Q. The engineer's office made no deductions in quantities for that?—A. They had no opportunity to make them. They were called on one day to know how much grading there was on that street, and on another day how much wood pavement there was on it, and therefore there was this disjointed way of making accounts. It is because of the irregularity, as I consider it.

By Mr. WILSON :

Q. How has it been since November last? You spoke of having objected to this way of doing business.—A. I have uniformly looked to it, and I think in the first case that came up under my rule it may have



been corrected. I should think in the case of the contract on Seventh street, in front of the market house, I didn't see the intricacy of the movement. One party had a power of attorney for the grading, and another party had a power of attorney from the original contractor for the wood pavement, and so it may have been in this case. Mr. Filbert, he got the thing without deduction. I wish to say that I have had a great deal of trouble to carry out the instructions so far, because the contractors, at the late season this year, objected often to the two feet of deduction, when they really had the contract together. I mean, especially, Mr. Filbert. I have had a great deal of trouble with him.

Q. With reference to what streets?—A. With reference to all his streets. He wanted to have his case opened, and have all the two feet that was deducted from him during the whole season added to his account. Of course he addressed the vice-president. The vice-president, to the best of my recollection, requested Mr. Barney to give him the total number of such streets, and what it would come to. Mr. Barney, as was his duty, communicated to me this action. I went afterward to see the vice-president, and thought that such action was not well to be taken without informing the engineer. At the time I found Mr. Filbert sitting at his table and arguing the question. He refused, except afterward, as in one case, we allowed him. In this case, on F street between Ninth and Fifteenth, there was an increased trouble of doing the work. You must consider that, of course, in such a street as F street between Ninth and Fifteenth, where these railroads are in the center, coal-vaults at the side, and water-pipes and such things, that it is much more difficult to do work than in the newly-made street, and so, based upon experience of other places, the board concluded to give him, instead of the usual prices, no deduction, and, I believe, 45 cents a yard. And this I think he fairly earned, but it was an increase of price on the contract, no doubt.

Q. Has there been any change made in the length of the wood blocks that were put in, and if so, when was it made, and under what circumstances?—A. I am not exactly positive about that. The great trouble with our wood pavements is, that we have not got any exact specifications for them. We rely upon the patents, and in the patent the length of the block is not stated exactly: it is simply described as six or eight inches long, or something like that.

Q. Was there any official action by the board in regard to the change of the length of these blocks?—A. Not since I have been a member of the board.

Q. What do you know in regard to this matter of board foundation under these wood pavements?—A. This is again a mooted question. In some cases the patent prescribes a wooden floor, and in that case a wooden floor would not be paid for extra. But, then, in some cases these contracts were let, and the contractor had a choice of three or four different patents—the Miller, for instance, and the De Golyer, and some others. Now, if he chose to select one where the patent did not require a board foundation, and the vice-president in going over the street would consider that the nature of the ground required a board foundation, then in such case he was paid extra.

Q. All of these different styles of pavement were paid for at the same rate, 3½?—A. Yes, sir.

Q. Some of them required board foundation, and some not?—A. According to the description of the patent.

Q. Do you know what is the actual cash cost a square yard of wood pavement; have you ever made any calculations on that?—A. Well, it

is easy, you know. I have never made any formal calculations about it, but it is easy to come to. Everybody knows the value of lumber.

Q. What is it worth to have such pavement put down in this city?—A. I should say, if you include the two feet of grading—of course there would be two-thirds of a yard of grading, or, rather, a half yard is enough, because in some cases there will be hardly any grading, but in some full two feet, I should think, and 15 cents for grading. Again, a square yard of putting in gravel and foundation, I would state about 20 cents, and 10 for—it takes a little less, but in 45 square feet 1-inch stick of lumber; but this is at present a cash price. It certainly can be obtained at the highest rate, at \$30; but we must take treated lumber; I should say \$32; it would make \$1.44. And then, again, contracts have been made by men who had contracts for laying this down there at 50 and 60 cents; so I would say, again, 60 cents more. Now, this makes, I think, 39; and to \$2.39 you must add a profit of about 20 per cent. That I consider a very liberal rate.

By the CHAIRMAN:

Q. You have not added anything for the patent?—A. O. yes; 10 cents, as a general thing, is the royalty. It might be 15 or 10 cents; that, I believe, is the rule.

By Mr. MATTINGLY:

Q. What do you make it in all?—A. About \$3.01, including the patent.

Q. Without any profit you make it \$2.49, allowing 10 cents for royalty, without profits?—A. But I wish to say that in a price of 60 cents for laying wood pavements the profit is already included. A man just hands the work over to another party to do it; the other man has the profit already in.

Q. Sixty cents?—A. Yes, sir. As a general thing the profits on wood pavements need not be so large, because the wood blocks can be obtained on credit, and, under general circumstances, would only be paid for whenever the money is paid by the employer.

Q. Do you think you have allowed enough for lumber—45 feet?—A. Yes, sir, a plenty; little less than that. These blocks are conical, and, just by reversing the saw, they use it over. They do not lose anything at all, except the thickness of the saw-cut. You see, there is a block, and then afterward, by reversing the saw, you make those blocks. Again, in such pavements like the DeGolyer, they have a space of about three-quarters of an inch, or very nearly an inch, between. In fact, it takes only from 40 to 42 feet.

By the CHAIRMAN:

Q. Your allowance for lumber is ample?—A. Yes, sir.

Q. You include the barnettizing or treating process?—A. Yes, sir. I know at present parties charge \$40 for treated lumber in the thousand, and take certificates in payment; at least, I have been called upon lately to sign a bill, and I find it is too much, and afterward the party who did the work told me that he had to pay \$40 a thousand for the treated lumber.

By Mr. WILSON:

Q. Do you know anything about the grading on Seventeenth street, south of the War Department, and on Fifteenth street between Pennsylvania avenue and B street?—A. In my subpoena I was required to bring a statement of that. I find that though on the surface it seems

to be a heavy charge to Government, however, when I go into detail, it is not so much: so the District has paid for this grading on both of those streets \$31,095.40, and five-sixths charged to the Government; they charged \$25,172. Now, why it seems to be wrong. The District pay what is based upon a moving of earth 46,985 cubic yards, while the Government charge is based upon the moving of earth of 75,516 cubic yards: so I would say that though there seems to be an incongruity there, they have not charged too much, but have not charged in the right way.

[Witness here produced the following table:]





## B. 4—Statement of cost to board of public works and amount charged to Government of sewer on G Street, northward, between Twenty-fourth and Twenty-sixth.

## Cost to board of public works.

3,025 linear feet sewer between Twenty-fourth Street and the river east of G Street, east portion laid at \$2.44 there are, according to annex to sewer map, 510 line of 14 inch sewer between Twenty-fourth and Twenty-sixth streets, which had up 50 feet at \$2.34

\$2,125.20

## Charged United States Government.

Government's Answer, page 106.

2,025 linear feet sewer at \$1.50 ..... \$3,037.50  
Less one sixth ..... 1,641.66  
\$1,395.84

## C. 5—Statement of actual cost of grading on Maryland avenue, from First to Fifteenth street east.

## Amount paid by United States Government.

Amount.	Year.	Description.	Cost to board of public works.	Amount paid by United States Government.
400	42 1874	M. Murphy, First to Fourth street. 14,025 cubic yards grading at 40 cents ..... \$5,610.00 34,764 cubic yards grading at 30 cents ..... 10,429.20 \$7,039 cubic yards haul at 7 cents ..... 492.51	.....	.....
400	44 1874	M. Murphy, Fourth to Sixth street, including Station Square. 24 cubic yards grading at 40 cents ..... \$960.00 21,425 cubic yards haul at 3 cents ..... 642.75	.....	.....
400	46 1874	Alfred G. Mason, Sixth to Fourteenth street, northward. 140 cubic yards grading at 30 cents ..... \$4,200.00 140 cubic yards haul at 2 cents ..... 2,800.00	.....	.....
400	54 1874	3,177 cubic yards excavation at 70 cents, 2,223.00	.....	.....
		Total cost grading on the avenue ..... \$10,429.20		

The Government share, according to the principles of the late Government agreements, would be of the above sum

\$3,037.50

D.—(7.) *Also cost of board of public works of grading on New Jersey avenue between B and E streets, southeast; also what has been charged for same to United States.*

Voucher.	Cost to board of public works.	Governor's answer.	Amount paid by United States Government.
1873. Sept. 25	Robert Ryan, contractor: 8,890 cubic yards grading, at 40 cents..... 16,495.7 cubic yards grading, at 30 cents..... 25,317.7 cubic yards, (total of grading.) 25,317.7 cubic yards haul, at 10 cents..... Total.....	Page 413. 83,555 60 4,928 61  9,531 77 11,015 98	62,580 cubic yards grading, at 40 cents..... Less one-third.....  Total.....
			255,032 00 7,341 00  16,688 00

E.—(8.) *Same information for South Carolina avenue between Sixth and Seventh streets, east.*

1873. April 26	W. E. Vermillion, contractor: 12,512 cubic yards grading, at 20 cents..... 12,542 cubic yards haul, at 12 cents..... Total.....	Page 415. 83,762 60 1,505 04  3,297 64	32,355 cubic yards grading, at 40 cents..... Less one-third.....  Total.....
			814,222 00 4,740 67  9,481 33

G.—(10) *Same information for Connecticut avenue between H street, northwest, and Boundary street.*

1873. Sept. 19	C. C. Evans & Co., contractors: 11,924 cubic yards grading, at 40 cents.....	Page 416. 81,770 60	59,254 cubic yards grading, at 40 cents.....
Dec. 25	O. O. Hare, contractor: 11,801 cubic yards grading, at 30 cents..... 5,332 cubic yards grading, at 40 cents..... 14,497 cubic yards hauling, at 36 cents..... 5,636 cubic yards haul, at 12½ cents..... Total.....	3,540 30 3,362 80 5,218 92 704 50 15,567 12	Less one-third..... Total..... 59,254 cubic yards haul, at 30 cents.....  Total.....
			233,709 60 17,722 20 41,491 20 13,830 60  27,661 20





Q. Explain that.—A. For instance, if you buy a horse for \$500, and afterward a man brings you a bill for two mules for \$250 each, you were not cheated and the bill does not do right; and so it was here.

Q. Is that the way these things have been kept?—A. It seems so.

Q. Explain this again.—A. You see there was in the Government account—there was moving of earth to the amount of 75,000 and odd cubic yards—was implied—while actually only about 46,000 yards of earth were moved; but then the contract of Mr. John O. Evans—he got a very large allowance for haul—so that in fact one yard of cubic earth cost the District a dollar, and they charged, instead of this, two cubic yards to Government at 50 cents each. That is the whole truth.

By Mr. MATTINGLY:

Q. Whose measurement was that done on?—A. The measurement as reported in the engineer's office I have given here, and these measurements, I hope they are not too much. I think they are right; but these measurements have been put in a different shape by Mr. Samo and Mr. Forsyth, it appears, if the paper don't lie. These measurements, you knew, they implied the parking of about 46,000 yards, and then afterward they charged for it in such way, and as if there had been moved 75,000 yards; and instead of charging one dollar, as ought to be charged here, they charge only 50 cents for it. I don't know that I can explain it any better.

Mr. BASS. It makes the aggregate price the same.

The WITNESS. The aggregate price, as I say, is one horse and two mules.

By Mr. ALLISON:

Q. If I understand you there was in fact only 46,000 yards of earth moved, while there was charged to the Government 75,000 yards?—A. Yes, sir.

Q. Now, the cost of the moving of 46,000 yards was one dollar?—A. This bill will show it to be so.

Q. You say it is 40 cents, and then 63 for hauling?

Mr. ALLISON. One dollar and two cents, and so on for a portion of it. It is a fill?—A. Yes, sir.

Q. Where did the earth come from?—A. This bill, in making up this statement—I look at the original paper, of course, and I find that the bill was made under instructions from Mr. Barney, and then that fill was left in blank, and Mr. Oertly, who had been in charge under the direction of Mr. Evans, works in his figures, I notice, the quantity and the haul inserted. This was, most likely, done after I had signed the bill, and so the bill went on. I can produce the bill.

By Mr. WILSON:

Q. Where is that bill?—A. It is down at the board. I can bring the book up.

By the CHAIRMAN:

Q. Do you know the reason why, or is there any reason why this quantity should be increased and the price reduced, except to divide the two mules, instead of the horse; was there any special reason why that should be done that you know of?—A. I do not think there is any excusable reason.

By Mr. BASS:

Q. Is not this reason—this 46,000 yards of grading, 36,000 yards of hauling—while the Government is charged for no hauling, it being assumed to be all grading at a uniform price to make the average?—A. That is it. I do not believe in the system of averages.

By Mr. WILSON :

Q. Have you the statement in regard to the cost of the sewers on G street, northwest, between Twenty-fourth and Twenty-sixth streets?—

A. Yes, sir; I have here a tabular statement of these questions propounded to me, and it is on the adjoining paper. On the second page you will find the statement of the G-street sewers.

Requirement of committee.	Mark of adjoining explanatory sheet.	Cost to board of public works of whole work.	Paid by United States as its share, (two thirds.)	Remarks.
3. Statement of actual cost to board of public works of grading of seven-tenth street, south of the War Department, and of Fifteenth street, northwest, between Pennsylvania avenue and B street; also what has been paid for the same by United States Government.	A.	\$31,095 40	\$25,172 60	
4. Statement of actual cost to board of public works of sewers on G street, between Twenty-fourth and Twenty-sixth streets, northwest.	B.	2,125 20	8,091 83	
5. Statement of actual cost of all grading on Maryland avenue, between First and Fifteenth streets, northeast. (This includes Stanton Square.)	C.	\$5,498 56	95,020 33	
7. Also cost to board of public works of grading on New Jersey avenue, between Band E streets, southeast; also what has been charged for same to Government.	D.	11,015 98	16,628 00	
8. Same information for South Carolina avenue, between Sixth, and Seventh streets, east.	E.	5,267 64	9,481 33	No grading done between Sixth and Thirteenth st's, except this stated here.
9. Same information for North Carolina avenue, between New Jersey avenue and Fourth street east.	F.	9,821 70	31,306 67	This is a valuable gravel and sand pit and the grading ought to have been a source of revenue, rather than a charge.
10. Same information for Connecticut avenue between H street and Boundary, northwest.	G.	16,933 07	27,661 20	
6. Actual expenditures for the different kinds of measures and fences used by the board of public works. Iron post and chain, or post and rod inclosures Gray & Nevers, manufacturers, 16,699 linear feet inclosures, costing (at cost per linear foot, including setting) \$1.34	.....	25,689 65	.....	Memorandum.
Wire Fence, Decker & Co., Baltimore, manufacturers, 7,402 linear feet inclosures costing, at cost per linear foot, including gates and setting, \$2 70.	.....	20,769 52	.....	
Wire Fence, Commonwealth Fence, J. B. Wickersham, Philadelphia, manufacturer, approximately 6,000 linear feet inclosures, costing at cost per linear foot, including gates and setting, approximately \$2 74	.....	17,900 00	.....	This item is approximate, since the exact quantity was not ascertained.
Woolen rail-fence, H. V. Colton, maker, for six linear feet at 291 miles, making (at cost per linear foot) 40 cents.	..	55,418 00		
Metal fence, setting for iron and cast-iron work, James H. Mead, iron-worker, Washington, 585 feet new railing, (average price \$2 70 per linear foot) .....	\$1,136 13			
1,599 feet railing taken up, altered, and repaired, (average price per linear foot 75 cents) .....	3,199 00			
		3,601 03		
		121,645 00		

*Memorandum.*—The "cost to the board of public works" is a compilation from the other 14 records on file in the chief engineer's office, board of public works; but for the "amount paid by the United States Government" no other source was available, except the statements in the governor's answer. The enclosed subitemized record of public works is a summary of a statement furnished to the Finance Board, August 1, 1874.

ADOLF CLUSS.

*Inspector and Member Board of Public Works.*

MAY 18, 1874.



2 O'CLOCK P. M.

Examination of ADOLF CLUSS resumed.

By Mr. WILSON:

Q. I want to ask you some questions in relation to this tabular statement which you have made up. With reference to Seventeenth and Fifteenth streets you have already explained.—A. Yes, sir; and I have here the book which you asked me for.

Q. Have you the voucher?—A. I have. The committee has requested me to furnish this voucher of John O. Evans, for Seventeenth street, where 19,084 cubic yards of filling is charged at the regular price of 40 cents, and then again a haul of 5,000 feet, above 200, which makes again 62 cents per cubic yard. I wish to say here, that in a different handwriting from which the whole voucher is made out—I do not say that there is anything wrong about it, but wish to prove that when I signed these vouchers that \$1.02½ a yard was paid for that fill, including the haul; nor did I know the amount. In this one case I may be considered culpable, in having allowed such a thing to pass without an explanation. This is in the handwriting of Mr. Oertly.

By the CHAIRMAN;

Q. You say that that is in a different handwriting?—A. Yes, sir.

Q. How do you know that?—A. It clearly shows upon its face the writing, and I know the figures of Mr. Oertly's very particularly.

Q. You think that clearly shows upon its face a different handwriting?—A. The voucher contains a good deal of the writing in the handwriting of the clerk who makes up these things, and afterward a number of the cubic yards of filling, as well as the haul, is in a different handwriting from the rest.

By Mr. WILSON:

Q. Whose handwriting is that?—A. Mr. Oertly, the assistant engineer.

By the CHAIRMAN:

Q. The word filling and 19,084 and 5,000 and 200 are in different handwriting.—A. Yes, sir.

Q. John O. Evans is also in the same handwriting as the word filling, is it not?—A. No, sir; I do not think so; this is in the same handwriting as that indicated. The clerk who makes out the bills has that all right.

Q. You think that "John O. Evans" and "filling" is written by two different people?—A. Yes, sir; but I claim that this and this are not written by the same hand, [indicating,] and that this was written after I signed the voucher.

Q. This voucher was originally signed by Charles E. Barney, was it not?—A. Yes, sir.

Q. Is that Barney a different handwriting?—A. That is his writing.

Q. Is the handwriting of John O. Evans in Barney's handwriting?—A. No, sir; the clerk makes out this bill.

Q. I do not ask you how it is done; I ask you if John O. Evans and Charles E. Barney are two different handwritings?—A. Yes, sir.

Q. Then those amounts were blank when you approved the voucher?—A. To the best of my knowledge.

Q. Do you know anything about it?—A. It is now six months after this thing turned up, and only on Saturday, when I was asked to furnish information, I looked up this original voucher, as was my duty, and

then I found this thing here, and never having known that there was such a price paid for filling, when according to my examination this earth came from other streets. I do not know how Mr. Evans can get 19,000 yards of filling except from the other streets. I cannot think I was fooled into signing a bill if this was in actually at the time I signed it.

Q. You think that these two items, then, were blank when you approved this voucher?—A. That is my impression; my confident belief.

By Mr. STEWART:

Q. Whose duty was it to fill up those blanks?—A. As a general thing it would be Mr. Barney's business; but Mr. Oertly, under special orders, attended to work of Mr. Evans, and here he has filled that in, and Mr. Barney is not responsible for this part of the voucher.

Q. The words "filling," you say, and "John O. Evans," are in different handwritings?—A. Yes, sir.

Q. Are the words "filling" and "blue" in different handwritings?—A. Yes, sir.

Q. And the word "filling," and the word "concrete" are in different handwritings?—A. Yes, sir.

Q. The concrete is in Barney's handwriting?—A. No, sir; that is similar handwriting to his, but it is not the same.

Q. What do you say about that handwriting?—A. This is the same as that, indicating, but it shows clearer. Mr. Oertly measured this work on special orders. This voucher was made out, and then afterward in this voucher, by which Mr. Oertly's statement was made out, that filling was afterward added, so that I do not know anything about the figuring, whether it is right or wrong.

Q. On the slip of paper pasted in, it is in Oertly's handwriting?—A. Yes, sir.

Q. As is the word "filling" down here?—A. Yes, sir; and also the figures here, [indicating.]

By Mr. WILSON:

Q. Do you know where that earth did come from that was filled in there?—A. I do not. I tried to see Mr. Oertly since I was subpoenaed on Saturday afternoon, but I did not succeed in finding him.

Q. Is there any place that it could have come from except the streets or avenues?—A. It could not possibly have come from anywhere else but from the streets or avenues, because it would take too many cellars to fill such an amount of earth. No private sources are available to bring such an amount of earth to the streets.

Q. Now, going on with this table, take this statement which you say is the detailed statement of which this that I hold in my hand is the supplement or recapitulation; I find the second item in this recapitulation is the statement of actual cost to the board of public works for sewers on G street, between Twenty-fourth and Twenty-sixth streets, northwest, put down at \$2,125.20, and the amount paid by the United States as its share \$8,091.83; can you tell how that difference arises?—A. I cannot.

Q. It would appear from this that the United States paid nearly \$6,000 more for this sewer than it cost the board of public works?—A. This is what the records of the engineer's office would show.

Q. That is shown by the records of your office?—A. Yes, sir.

Q. Do you know whether there is any old sewer embraced in that that had been formerly paid for?—A. There is no old sewer about there.

Q. So that the discrepancy could not have arisen there?—A. There is a difference in the number of linear feet, as well as in the price. There is no more than 840 feet there, while there is charged 2,066 linear feet.

Q. What did that sewer actually cost—that 800 and odd feet?—A. Two thousand one hundred and twenty-five dollars.

Q. At what rate have they charged that to the Government?—A. Eight thousand and ninety-one dollars and eighty-four cents.

Q. They charged an extra number of feet, and at what rate did they charge per foot?—A. They charged it at \$4.70, their average price.

Q. That next item I find is a statement of the actual cost of grading on Maryland avenue, between First and Fifteenth streets, northeast, and the amount it cost the board of public works as you have it here is \$85,408.56, and the amount paid by the United States is \$95,020.83.—

A. That is correct.

Q. How do you account for that discrepancy?—A. I cannot account for it.

Q. The next one is the cost to the board of public works of grading on New Jersey avenue, between B and E streets, southeast; also what has been charged for the same to the Government, the amount, cost to board of public works, \$11,015.95, and the amount paid by the United States, \$16,688; how do you account for that?—A. I cannot account for it. I have taken the records and made up the statement.

Q. On South Carolina avenue the cost to the board of public works seems to have been \$5,267.64, and the amount paid by the United States \$9,481.33, and you have made a note here, "No grading done between Sixth and Thirteenth streets, except this stated here." How do you account for this discrepancy?—A. I made this note because it was difficult to part the quantity between Sixth and Seventh streets, and so I found that the only grading on this line was between Sixth and Seventh streets. Of course the contract between Sixth and Thirteenth streets is identical with the grading between Sixth and Seventh streets.

Q. In North Carolina avenue, between New Jersey avenue and Fourth street east, you have it here that the cost to the board of public works is \$9,821.70, while the amount paid by the United States is \$31,306.67. How do you account for that discrepancy?—A. I find it on the record.

Q. Do you know of any way of explaining how it happened that the United States paid so much more money than it actually cost?—A. I account for it perhaps in this way: this whole street is a large gravel-bank, and, of course, before the board of public works came there, and since Mr. Barnes has been paid for it, everybody came there to take sand and gravel; and, of course, the trouble has been for the board of public works to keep them away from taking that gravel without paying for it. Now, according to my assumption, this whole street ought to have been a source of revenue to the District, instead of a charge; but in making up this account, right or wrong, I had to say that I found that \$9,821.71 has been paid on account of this gravel-bank—to reduce that gravel-bank—and the Government has been charged, according to the Governor's Answer, \$31,000. I suppose they fall in error, perhaps, on this account, because all the gravel which was taken away by parties they made it a charge.

Q. They measured that up and charged it to the Government?—A. I think so.

Q. You think that must have been the way in which it was done?—A. I could not account for it in a different way.

Q. On Connecticut avenue you have it that the cost to the board of public works was \$16,933.07, and that the United States has paid



\$27,261.20; how is that discrepancy accounted for, if there is any way of accounting for it?—A. It is the same as the others. I have taken the records without taking the time to find the reason why.

Q. Do you know of any reason why that should be so?—A. No; there is no good reason why an engineer who has to deal with quantities and facts should assume anything.

Q. What, if anything, do you know in regard to filling the canal; who did the work, and how it was paid for, and how the charges against the United States on that account were made?—A. I do not know. In the engineer's office, to my knowledge, not a single voucher has been passed involving one cent in filling up the canal. An account was kept by an inspector where various small quantities—I do not think they would aggregate a thousand dollars or so—have been brought in from different little parties who filled in some, but the mass of the filling came from the streets and avenues.

Q. We had here the other day a lot of vouchers in favor of Gleason, a very large amount of money for filling that canal; do you know anything about those?—A. I have here a book, which is the journal of the engineer's office of the board of public works, where all the letters received and the answers are entered. This book is kept by a clerk. I do not look at it every day, although occasionally I look over it. One day, in looking over the book, I found here entered Albert Gleason, August 26th, application for estimate of grading in square 212; also for E street south, from Tenth to Thirteenth streets west; also for C street south, from Thirteenth to Fifteenth streets west; for Fourteenth street west, from B street north, to B street south; for Twelfth street west, from B street north, to B street south; also Tenth street west, from F street south to Water street; filling on Maryland avenue from Thirteenth to Fourteenth streets; grading Maryland avenue west, from Seventh street to Long Bridge, Rhode Island avenue, between Fourteenth and Sixteenth streets west; F street, between Seventh and Ninth streets west; H street south, between Seventh and Ninth streets west; P street north, between Twelfth and Seventeenth streets west; also, an estimate to cover expenses of Seventh street west, between E and G streets north; F street north, between Fifth and Ninth streets west. I find that five days after this application was made to the board of public works—and it generally takes a day or two until such application reaches the engineer's office—I find on September 5th, five days after this application was made, Assistant Engineer Oertly, without the aid of instruments, without the aid of rodmen or anybody to help him, had made an estimate on all these streets. The estimate is signed here September 1, 1873. B. Oertly, deputy engineer, delivered to Mr. Gleason by order. The voucher is for \$148,230.11.

Q. By whose order was that done; yours?—A. As soon as I found it out I asked Mr. Oertly—in looking over the books I saw the same thing had been done in several instances also—I asked him how he did this. He said that I must not blame him, that he was following the orders of the vice-president.

Q. Have you a copy of that voucher?—A. This is all the record I have.

By the CHAIRMAN:

Q. Give the page of that book, sir.—A. 349.

By Mr. STEWART:

Q. Who was vice-president at that time?—A. Mr. Shepherd was vice-president, I think. In looking over this bill I found various items which looked to me very odd; shall I read the bill of items?

By the CHAIRMAN :

Q. Was that made by Oertly on these several streets?—A. Yes, sir : the total amount of work done by Albert Gleason, esq., on the following streets, namely : Twelfth street, from B north to B south, taking up cobble and old material, setting curb and sewer, \$4,264.06 ; E street southwest, from Tenth to Thirteenth street, grading and hauling to canal, \$17,765.25 ; I street southwest, from Seventh to Ninth, grading and hauling to canal, \$15,184.58 ; Square 212, grading and hauling to canal, \$19,600 ; C street southwest, from Thirteenth to Fifteenth, grading and hauling to canal, \$5,127.42 ; Maryland avenue, from Thirteenth to Fourteenth street, filling, \$1,074.15 ; Maryland avenue, from Seventh to Eleventh street, grading and hauling to canal, \$4,582.60 ; Tenth street southwest, from H to F street, grading, \$1,623.60 ; Fourteenth street west, from B to B, \$4,843.93 ; H street southwest, from Seventh to Ninth, grading and hauling to canal, \$5,841.29 ; Massachusetts avenue, digging trenches for retaining vaults between Fourteenth and Fifteenth, \$98 ; B street west, from Twelfth to Fifteenth, sewers, \$4,850.40 ; F, from Sixth to Ninth street, and Seventh street west, from E to G, \$56,121.60 ; Rhode Island avenue, \$7,253.22—total, \$148,230.11. Now, on looking these things up, I found that another voucher was passed, also concealed from me, for about one-half of that amount, and that the amount of the former voucher is carried over here, so that this voucher represents both ; but I could not possibly see how Twelfth street could be any way exactly measured in four or five days without the aid of instruments or assistance of anything, so I looked a little at it. I wish that the committee in full or a subcommittee should go to E street southeast, from Tenth to Thirteenth streets, where \$17,765.25 is charged for grading. If they will look at the grading they can form their own conclusions.

By Mr. STEWART :

Q. Did you measure that afterward?—A. I did not think of that, because I thought Mr. Gleason would come for his final voucher, as we call it, this being a partial measurement. I was waiting for this final voucher, and I certainly would have looked this matter up on the final voucher ; but under the very queer instructions of the board of public works, the engineer's office is prohibited from making any measurements, partial or final, without its being asked for it ; so of course, if a man has another measurement, in a partial measurement he will never ask for a final voucher. I have told that frequently to Mr. Willard, but he don't see the point.

By Mr. WILSON :

Q. So that Mr. Gleason has not called for the final voucher on that case?—A. No, sir ; that has been the last that has been heard from him. This is dated September 1, 1873.

By Mr. MATTINGLY :

Q. Have you measured that yourself? Do you know how much would be the proper amount?—A. Under instructions of the vice-president in the engineer's office, as I have stated, there are two rules, which I have never regarded as binding, however—that the engineers shall not measure any work unless there is a distinct order from the vice-president, and so, of course, I was deterred from sending out a party to measure this work over.

By the CHAIRMAN :

Q. When did you see that entry on the books ?—A. Several weeks after it was made.

Q. You did not see the first entry at the time ?—A. No, sir.

Q. I understand you to say there were four or five days intervening between the time that that application was filed and the time that the measurements were made ?—A. Yes, sir.

Q. You did not see that entry until several weeks after it was made ?—A. No, sir ; I did not.

Q. What did you say to Mr. Oertly ?—A. I told Mr. Oertly that I had noticed a number of such measurements irregular, and I told him that if he was repeating those things there would be trouble in the office and he would have to leave.

Q. What did he say to that ?—A. He said that he would not repeat it ; but since that time, of course, most likely he thought that the vice-president would have more strength than I, and he followed his orders to some extent.

Q. Did he say to you that they were extraordinary measurements, or did he claim to you that they were true measurements ?—A. He did not say either, but he said he had done the whole with extreme reluctance ; that he did not like to disregard me, but he followed orders.

Q. He did not say whether they were correct or incorrect measurements ?—A. No, sir.

Q. Do you know whether they were correct or incorrect measurements ? What is your opinion as the chief engineer of the board ?—A. My opinion is that they are gross outrages.

Q. That they were excessive measurements ?—A. Well, more than that ; more than excessive measurements.

Q. That they were frauds ?—A. I think so. At least the one I mention and asked the committee to look at.

Q. When did you come to that conclusion ?—A. Well, at the time when I noticed these vouchers. I did not go around the street, because I was waiting for the opportunity when the final measurement was called for ; and then when this final measurement was not called for, for which I was waiting—then it might have been about New Year's, last winter—I went around to see what those things meant.

Q. And then you made up your mind that they were fraudulent measurements ?—A. At least the one that I speak of. The others were excessive, in my opinion, and these were fraudulent.

By Mr. STANTON :

Q. And yet you never took any measurements yourself, you say ?—A. No, sir.

By the CHAIRMAN :

Q. Did Oertly tell you who directed him to make those measurements ?—A. I spoke as I am accustomed in these things, pretty loud when I found this thing out. Mr. Oertly, to the best of my recollection, told me that the vice-president ordered him to do so.

Q. Who was he ?—A. Mr. Shepherd.

Q. Mr. Shepherd was vice-president at that time ?—A. Yes, sir ; and that I remember distinctly, that one of the clerks told me afterward that I had been rather too hard on Mr. Oertly, because Colonel Magruder had been waiting hardly until the ink was dry to take the voucher off.

Q. Did you mention this to either Governor Shepherd or Colonel



Magruder afterward?—A. From my experience that I had before, I did not; I waited for my time until the final voucher was called for.

Q. You never spoke to either of them on the subject?—A. No, sir; I merely repeated to Mr. Oertly that he must not do it again.

Q. Well, has he done it since?—A. He has acted under the orders of the vice-president or governor, without informing me, repeatedly.

Q. Since?—A. Since; yes, sir.

By Mr. WILSON:

Q. Have you made an examination for the purpose of ascertaining what is the average cost of pipe-sewer which has been put down by the board of public works in this city?—A. Under your subpoena of Saturday I was directed to do so, and I have prepared here a table which is based upon the only reliable facts, from the assessment sheets. I have taken the assessment sheets as published in the report of 1872. I find there about twelve different lines and streets, aggregating 53,993 linear feet of pipe-sewer, and costing \$180,546.61. Therefore the average cost of one foot of pipe-sewer in 1872 was \$3.34. This was information accessible on the 1st of December, 1872, when it was printed; but then I went further, and took the report of 1873. There are again 14 lines of pipe-sewers detailed; they aggregate 60,526 linear feet, and cost \$136,821.89, which makes \$2.26 for the average price. Again, I went to work and aggregated the sewers in both tables, and I find the average price of common sewer, including traps, man-holes, &c., for a term of two seasons is \$2.77. I wish to say that this includes all the sewers that I find not charged or chargeable as main sewers. The statement is as follows:

[Query No. 12. Such papers or data as will show the average cost of sewers not embraced in the main sewers.]

*Average cost of sewers in 1872, including brick and tile sewers, but excluding main sewers; compiled from assessment-sheet, as published in report November, 1872.*

Location.	Length of sewer in linear feet.	Aggregate cost.	Average cost per linear foot.	Average cost per linear foot, two seasons.
Sixteenth street, northwest, H to Boundary .....	12,963	\$29,759 16	.....	.....
Seventeenth street, northwest, New York avenue to M. ....	3,286	7,267 52	.....	.....
Fifteenth street, northwest, New York avenue to K .....	587	1,442 03	.....	.....
Seventh street, northwest, B north to river, (including 30 feet brick sewer, equal to 2,940 feet) .....	10,141	61,431 32	.....	.....
I street, northwest, Fifteenth to Seventeenth .....	961	1,801 66	.....	.....
East Capitol street, First to Eleventh .....	8,777	24,010 34	.....	.....
Vermont avenue, I to Massachusetts avenue .....	1,872	5,313 79	.....	.....
Fourteenth street, northwest, H to N .....	347	1,326 68	.....	.....
Alley, square 221 .....	207	376 17	.....	.....
D street, northwest, between Sixth and Eleventh .....	3,272	8,776 79	.....	.....
Third street, northwest, Indiana avenue to New York avenue, (including 3,292 feet of 30-inch brick sewer) .....	7,355	26,112 11	.....	.....
Twelfth street, northwest, Pennsylvania avenue to river .....	4,325	12,929 03	.....	.....
	53,993	180,546 61	\$3 34	.....

*Average cost of sewers in 1873, as above, compiled from published assessment-sheets of report of the board of public works, November, 1873.*

Location,	Length of sewer in linear feet.	Aggregate cost.	Average cost per linear foot.	Average cost per linear foot, two seasons.
P street north, from Second to Fourth street	702	\$1,544 96		
Third street, northwest, from Maryland avenue to Indiana ave.	1,044	2,175 70		
Sixth street, northwest, between Pennsylvania ave. and Water-st	7,332	17,250 90		
E street, northwest, from Thirteenth to Fifteenth street	434	990 91		
Massachusetts avenue, from New York avenue to Boundary	9,772	22,274 15		
Pennsylvania avenue, from First to Seventh east	4,102	10,035 48		
B street, northwest, from First to Third street	400	985 50		
Third street, northwest, from Pennsylvania avenue to I street	3,570	8,440 21		
New York avenue, northwest, Seventh west to North Capital street	6,266	11,746 12		
K street, northwest, from Ninth to Twenty-third streets	10,304	24,247 52		
Pierce Place, from Fourteenth to Fifteenth streets, northwest.	1,024	2,423 96		
C street, northwest, from Ninth to Fifteenth streets, northwest.	3,467	6,105 27		
Eighth street, northwest, from G to O streets, northwest.	5,600	11,421 27		
Second street, northwest, from Pennsylvania ave. to H street	6,439	18,118 62		
	60,526	136,821 89	\$2 26	
Aggregating the sewers, as published in assessment-sheets of 1872 and 1873 we obtain	114,519	317,368 50		
Average price of common sewerage, including traps, man-holes, &c., for a term of two seasons				\$2 17

ADOLF CLUSS,

*Engineer, and Member of Board of Public Works.*

WASHINGTON, May 18, 1874.

By Mr. WILSON:

Q. Those are the sewers charged up to the Government at \$4.70?—

A. I understand it so.

Q. Do you consider that statement about the fair average cost of these sewers to the board of public works?—A. Well, there is no assumption about it; these are facts.

Q. But taking the whole pipe sewerage of the city not embraced in the main sewerage, which I am not speaking of, do you think that would be a fair average price?—A. It is not "fair." It is a correct average price.

Q. What is the whole number of feet, if you know, of pipe-sewer that has been laid in the city? If you have any means of determining that, let us know.—A. I should think between 300,000 and 400,000 feet. But, for reasons unknown to me, a good many of these assessment-tables which ought to have been published in the report of 1873 were withheld and not published, and, therefore, I could not include that whole amount of 400,000 feet, which should have been included. I took the official data as far as it has come out of the surveyor's office; the rest of it is buried there.

Q. Where are those papers now?—A. The assessment-sheets have never left the surveyor's office.

Q. Who makes up these assessment-sheets?—A. Mr. Forsyth, acting, as I believe, nominally as engineer of the board of public works, has a large force engaged upon it.

Q. Does he make those sheets under your direction?—A. No, sir.

Q. Does he report those assessment-sheets to your office?—A. No, sir.

Q. Do you have any copy of them there?—A. I have asked frequently, and I cannot get them. I don't know how it is. I have said frequently that I believed that the board of public works have a duty to look at these

assessment-sheets before the citizens of the District are charged, but without avail. I have further officially, in board meetings, alluded to the fact that at least copies of these assessment-sheets should be in the board of public works' office; but I was told that it was not necessary to have duplicates of papers.

Q. So that you never had access to them?—A. I have never had access to them. That is to say, I might have gone to Mr. Forsyth's office, and asked him to hand out one sheet from his safe; but this I considered as below my dignity. I want to see the whole thing in black and white before me, as I have a right to do. The assessments can be only compared. I wish to say—you speak, for instance, of P-street circle—you send the best engineer in the world, and he cannot say whether the whole thing is correct without he has the assessment-sheets of the six streets intervening there.

Q. Mr. Blickensderfer has made a measurement there, and there have been measurements made by Colonel Forsyth and Mr. Samo, and there is a discrepancy between them as to the amount of sewer that there is there. Has there been any sewer put in there since Mr. Samo made his measurements; if so, how much?—A. A sewer has been laid only last fall. A member of this committee, (Senator Stewart,) I suppose, is aware of it. It is under the sidewalk of the house which Senator Stewart now occupies. This sewer was only laid late last fall, just before it froze. Then another sewer, running from the circle south over to Connecticut avenue, was also laid long after the rest of the sewers were laid. This sewer was laid after the street was concreted, but before the top-dressing was put on. The top-dressing was put on last June, I think; however, I do not like to swear to that, as I do not know positively.

Q. So there has been a sewer put in between the time Samo and Forsyth made their measurements and the time Mr. Blickensderfer made his?—A. It is my impression anyhow; but, before I could say most positively, I should have to look over the records. I know only this sewer was put in long after the sewerage was put in. The other sewer in Senator Stewart's square I am positive about.

Q. Do you know what amount of sewerage had been done before the board of public works was organized?—A. Do you mean the value of it?

Q. Yes; and the number of linear feet.—A. The number of linear feet I could not well say. Pipe-sewer, I should say, between 300,000 and 400,000 feet.

Q. Before the board of public works was organized, I mean.—A. O, that is another matter. Before the board of public works was organized, our estimates, concurring with the estimates of other engineers—about 12 miles of brick sewers, equal to about 63,360 linear feet laid, 3 miles of pipe-sewers; that includes all. However, I had been anticipating that such a question would be most likely asked, and not liking to deal in assumptions, but rather in facts, I have, since I have had my subpoena on Saturday, ordered the gentleman under my charge who has the sewers in hand to make a map, showing really all the old sewers built before the board of public works went into operation, either by the corporation or by the Government. This map, unfortunately, it was impossible to finish. However, it will be finished in the course of the day, and then we shall have a correct figure.

By Mr. WILSON:

Q. Do you know how the skating rink was filled, and where the earth came from?—A. That was done before I was a member of the board.

Q. Do you know where the earth came from?—A. No, sir.



Q. Do you know anything about the flagging around the Franklin school-building, where that came from?—A. The flagging around the Franklin school-building is old flagging, which I myself had laid a number of years ago. This flagging was relaid a couple of times, but nothing else was done to it. The flagging does not look as well as new, because always in taking up you take the corners off and break it. I had it laid under Mr. Bowen's administration.

Q. Has it been taken up and relaid by the board of public works?—A. Twice.

Q. Has the Government been charged with it?—A. I do not know.

Q. Do you know in regard to the gutter-flagging in Maryland avenue east, First to Fifteenth street?—A. There is gutter-flagging there.

Q. Do you know what the United States is charged for that?—A. I don't remember. The price of the board for this gutter-flag is, for gutters, 12-inch flagging, furnishing and laying, 35 cents, and for 16-inch 60 cents. The board price is, furnishing, 23, and laying, 12; which makes 35 cents in one case; and 48 plus 12 makes 60 in the other case.

Q. Do you know what that is charged to the Government at?—A. No, sir; I have not looked at it. [Witness refers to the Governor's Answer.] It is 8,377 linear feet of gutter-flagging, at \$1.15.

Q. Where do you find that?—A. On page 412 of the Governor's Answer.

Q. On what street or avenue?—A. Maryland avenue, between First street east and Boundary, as you called for.

Q. It is charged there at \$1.15?—A. Yes, sir.

By the CHAIRMAN:

Q. Is the present system of sewerage adopted by the board an efficient one for the drainage of the city?—A. Yes, sir. So far as the principle is concerned, it is correct. The detail, especially where I have differed with the board, is this: That I am afraid that, sooner or later, we may have trouble with the sewer in B street, from Seventh to Seventeenth street, and it was my plan to have an intercepting sewer run along New York avenue across the Treasury Department, and then intercepting all that higher ground north of F street, so that, in fact, this B-street sewer would take only the sewerage from F street from the Post-Office down to B. The bill passed by the legislature last summer includes the price for this sewer.

Q. For the sewer that you speak of now?—A. Yes, exactly; and it was afterward abandoned.

Q. That is, you mean the bill providing for \$2,100,000 of sewer-bonds?—A. Yes, sir; this included a charge for this sewer on F street. I think I have in my pocket, most likely, the first draught that we asked for. I have here: "New York avenue, 9,800 linear feet, at \$16; total, \$156,800."

Q. That sewer has been abandoned, you say?—A. It has been abandoned so far as to be main sewer, and relieved the present B-street sewer. In the sewer-map which I have presented to you, you will find that the sewer is still in there in New York avenue, but running only from Seventh to Seventeenth street. This, of course, relieves the B-street sewer from all the drainage that comes from the west.

Q. You think there is a question as to the sufficiency of B-street sewer?—A. Yes, sir; I think so.

Q. With that exception, however, do you regard the system of sewerage adopted, and the sewers as they are now being constructed, adequate for the drainage of the city?—A. Yes, sir; I think that in the North

Capitol street sewer a waste of money has been incurred, and I would rather have a cheaper sewer as a better sewer. You have been down there; you went out there the other day, and you found that a sewer 20 feet in width was carried all the way up to O street. This was the original size of the sewer before the Boundary-street sewer was concluded upon. When that was concluded upon, I at once said, "If you take off about 1,600 acres of drainage from this sewer and expend so much on the Boundary-street sewer, let us have a saving now in North Capitol street; and that sewer in North Capitol street, from the Printing-Office up to O, costs, from E to O, \$370,000. According to my well-matured view, \$125,000 ought to have been saved in it.

By the CHAIRMAN:

Q. That is by making it smaller?—A. Yes, sir; as soon as you reduce the area as much as 600 acres.

Q. Why was it not changed in accordance with your view?—A. Well, I was upon the street, and told the contractor to stop. I had first the conditional assent of the vice-president to it.

Q. When you speak of the vice-president, as we have had to, I wish you would name who you mean.—A. I mean Mr. Shepherd. But within a few days afterward he told me that there was to be a consultation with Mr. Mullett, who had been the former engineer of this board, and he wished him present. Afterward they brought Mr. Mullett up, and Mr. Mullett and Mr. Shepherd outvoted me, as two to one.

Q. When was the Boundary-street sewer, so called, projected? Was that in the original sewerage plan of the city, as adopted by General Green?—A. No, sir; not to the best of my knowledge.

Q. When was the idea of the Boundary-street sewer first suggested; do you know? Was that before or after you became a member of the board?—A. The present plan is subsequent to my becoming a member of the board. When I got to be a member of the board the sewer was not talked of; but in the sewerage bill of last summer it is included.

Q. Was that included after consultation with you, or after a consultation between the different members of the board?—A. No, sir; it was concluded in a consultation where Mr. Mullett was called in.

Q. Called in where, and with whom?—A. It was in a private room in the fourth story of the District of Columbia building.

Q. Who were present at this consultation?—A. Mr. Shepherd, Mr. Mullett, myself, and Mr. B. Oertly, the assistant engineer.

Q. You think that Boundary-street sewer is a necessary sewer?—A. I think it is one of the best things we have done, because it relieves this large sewer from floods.

Q. When was that?—A. Last June, I should think.

Q. This main Tiber sewer was already under way, was it not?—A. Yes, sir; but it was one square south of the Government Printing-Office.

Q. After you adopted that, then you suggested to the board—to Governor Shepherd and Mr. Mullett—that the Tiber sewer might be narrowed—decreased in size?—A. I most earnestly advocated that view repeatedly.

Q. Still you were overruled?—A. Yes, sir.

Q. Do you regard all these sewers necessary to the drainage of the city?—A. Yes, sir.

Q. All of them?—A. Yes, sir.

Q. Except that you think that B-street intercepting sewer should be larger, and the Tiber sewer might be smaller?—A. Not that.

Q. No, no; that there ought to be another sewer?—A. Yes, sir; exactly. If I had the construction of the B-street sewer I should have, and, in fact, ever since I have become a member of the board, I have, abolished all sewers with flat soles. They were building, last year, a good many with flat soles, and I have insisted that every sewer that has been laid is a barrel-sewer.

Q. To have slope at the bottom as well as at the top?—A. Yes, sir; exactly. And if I had had the making of B-street sewer, instead of one sewer which is below tide altogether and filled up by the tide, I would have taken two barrel-sewers, one by the side of the other one to take sewerage from Twelfth to Seventeenth, and the other just outside to take the sewerage from Seventh to Twelfth, so as to gain more area above tide-water. But this is a matter of judgment only.

Q. Was this B-street sewer built before you became a member of the board?—A. Yes, sir; I had a settlement of the bills, but it was built before I came in.

Q. Have these sewers been well constructed?—A. Well, not so well as I would like to have had them constructed. I wish in this respect to say that the superintendents of these works were mostly not mechanics and not competent men. Their appointment is sent up to the engineer: "Here is a man who has been appointed, put him on the street." If I had had \_\_\_\_\_, instead of 140 superintendents whom I had last summer, with sixty hundred men, I could have done creditable work.

Q. Did you have 140 superintendents of sewers?—A. Of sewers and streets; and these men are appointed and discharged by the vice-president, and therefore the engineer, who has nothing to do but to rap them if they neglect their duty—of course he loses his influence over them. They look to the party who gives them their money, their appointment, and dismissal.

Q. You think that those employés ought to be under the control of the chief engineer?—A. It is so in all large enterprises in the country, and anywhere else.

Q. Yes, I agree with you about that; I think they ought to be. How many assistant engineers have you in your office?—A. Well, in my office I have two, Mr. Oertly and Mr. Barney.

Q. Have you any others?—A. Mr. Barney has subassistants on the street. He has one young gentleman, a very competent young gentleman, who takes charge of all the grades east of the Capitol, Mr. Danenhower; and then there is another one who has charge of everything on the other side of the city, that is Mr. Franklin.

Q. Mr. Barney has two subordinates, then?—A. Yes, sir.

Q. Are they under his control?—A. Yes, sir. Then there is a third one, Mr. Bodfish. Mr. Bodfish's specialty is the sewers all over the city. He keeps the sewer-pegs and sewer-grades.

Q. Is he a subordinate of Mr. Barney?—A. Yes, sir.

Q. And under the direction of Mr. Barney?—A. Under the direction of Mr. Barney.

Q. Is he a competent man?—A. A very competent man.

Q. Is Mr. Barney a competent man?—A. Yes, a very competent man.

Q. And Mr. Danenhower and Mr. Franklin, do you regard them as competent men?—A. As competent as can be found in the country.

Q. Their business, then, is to do what is known as the out-door work?—A. Yes, sir.

Q. Mr. Barney being the chief out-door man?—A. Yes, sir.

Q. Has Mr. Oertly any subordinates?—A. Mr. Oertly has a number of clerks under his charge.



Q. They are mere clerks, not assistant engineers?—A. No, sir; they are clerks; and then he has a couple of draughtsmen, but these draughtsmen are mostly under Mr. Barney by my personal directions.

Q. But Mr. Oertly is an office engineer?—A. Yes, sir.

Q. His business is to make computations?—A. Yes, sir; to make computations; to estimate and see what is required, and then he has to make estimates as to how many of sewer-pipes, what is the excavation, and what the whole thing foots up, &c.

Q. How long has Mr. Oertly been in the office in that capacity?—A. He was there, I think, one year before I became a member of the board.

Q. You found him there when you went there?—A. Yes, sir.

Q. Did you find Mr. Barney also there?—A. I did.

Q. Do you consider Mr. Oertly competent for the discharge of the duties imposed upon him?—A. Mr. Oertly is a very accomplished engineer, and, if he is under a proper system, I think he is as useful a man as can easily be found. But he acts according to orders. He is not an independent man like Mr. Barney is.

Q. Does he act under your orders at all?—A. No, sir; he frequently has disregarded my orders.

Q. I know; but does he act under your orders at all?—A. Nominally; yes, sir.

Q. Nominally he is your subordinate?—A. Yes, sir.

Q. But he takes orders from Governor Shepherd when they are given?—A. Yes, sir.

Q. When these orders are not in accord with yours they are followed rather than your own?—A. Yes, sir; and then breaks up the discipline.

Q. In case of conflict, does he report to you?—A. Rarely; hardly ever.

Q. Do you know that he is constantly or frequently receiving orders from Governor Shephard?—A. I see that he leaves the office for a week or two weeks, and I have seen that a number of tables are brought to you, and that Mr. Oertly has sworn to them, and so I have a right to suppose that he has been under the orders of the governor while he has been absent.

By Mr. MATTINGLY:

Q. Did not Mr. Shepherd tell you that he wanted Mr. Oertly to prepare these tables? Did he not tell you that in my presence?

The WITNESS. What tables?

Mr. MATTINGLY. The tables Mr. Oertly brought here.

A. I wish to say that I saw Governor Shepherd in your presence only about three weeks ago, after Mr. Oertly had been for several months upon this work. I wish further to say, that on this evening when you told me I should appear before this committee, I requested to be relieved.

Q. Yes and you said you did not want to go.—A. Because these estimates of fences, which you know were not in accordance with what they ought to have been, were to be tabled—you refer now to an interview in the board of public works. It was about Colton's fence. I was to be brought up a fathering the price for Colton's fence. Don't you remember it?

Q. I remember seeing a little draught on the back of a voucher, and I remember asking you about that?—A. Yes, sir, exactly; and then afterward it was said, "It is better, you know, not to bring the draughts up here," was it not?

Mr. MATTINGLY. No, the draught was brought up here. It was in evidence.

The WITNESS. I doubt it.

By the CHAIRMAN:

Q. Mr. Oertly has prepared some tables and brought them here, you say, without your knowledge?—A. Yes, sir.

Q. Were those tables prepared in your office?—A. No, sir. The engineer's department are not responsible for them.

Q. That is not what I mean to say. Were they prepared in your office?—A. No, sir.

Q. Or from data in your office?—A. That I am not able to say.

Q. You do not know?—A. No, sir.

Q. Are you not in the office every day?—A. O, yes.

Q. The point I want to have you tell us, if you can, is, whether or not Mr. Oertly made up these tables from data in the engineer's office, or whether he made them up outside the engineer's office, from data furnished him elsewhere?—A. He made them up from data outside the engineer's office—from data furnished him elsewhere; I think from the memorandum-books which they had.

Q. Were they submitted to you after they were made up?—A. No, sir; I have never seen them excepting where I saw them in print in the Republican.

Q. Have you examined them?—A. I have examined some of them.

Q. Are they accurate?—A. I do not believe so. I have examined very particularly the tables of sewerage, since that was a part of my duty to report to you to-day, and I say that the table where Mr. Oertly tries to justify his price of \$4.70 for pipe-sewer is altogether rather adapted to concealing the truth than to stating the truth.

Q. Then you think Mr. Oertly has not been frank with this committee in this statement?—A. I do not think he has.

Q. You think he has made those tables to conceal the truth rather than state it?—A. Well, I do not say exactly that that is his object.

Q. But that is the effect of it—to conceal the truth rather than to state it?—A. Yes, sir.

Q. When did Mr. Oertly begin to absent himself from your office and take orders from Governor Shepherd rather than from you: when did that process begin?—A. It was all the while so, from the very beginning.

Q. From the time you were made chief engineer?—A. Yes, sir; I have tried in courtesy to overcome this difficulty, because the gentleman upon whom I relied upon being present in the office to give satisfaction to the citizens who came there went off all the time. He was not about, and it brought me in a disagreeable position to the citizens, against my will and against my power.

Q. When he was absent from the office and would return, would you ask him where he had been?—A. Well, it was so often that it was not worth while for me to ask him.

Q. What was he doing—was he making these measurements?—A. Yes, I suppose so.

Q. I understood you to say that he was generally called upon to make measurements for particular persons?—A. Well, I have said as a fact, when asked, that the measurements for Mr. Albert Gleason and for John O. Evans were generally made by Mr. Oertly, the bulk of them.

Q. Do these estimates of Mr. Barney for work known as partial and final estimates pass through your office?—A. Yes, sir; every one.

Q. They all come into your office?—A. Yes, sir.

Q. State the process in your office with reference to a final voucher upon Mr. Barney, if you please.—A. One of the assistants of the office makes a measurement upon the street; this he furnishes inside of a slip like this, and Mr. Barney goes to work at once. If necessary, he goes out upon the street and examines this slip, to see whether it is correct. In many cases he measures it over. After he has all these corrected, he then has a voucher made out. This voucher afterward is submitted to me for signature, and I, as a general thing, in all small matters, rely upon Mr. Barney's judgment in these matters. However, if there is a large measurement of a wood pavement, I am in the habit of going to the map and taking my tape-line and running it out by inches, and seeing whether there could be a big overmeasurement or a big mistake. I know the width of the street, four yards or five, and the length.

Q. You verify the measurements?—A. Yes, sir.

Q. Is it necessary to have your signature in order to secure a voucher from the auditor?—A. I have informed the auditor distinctly that he should not pay anything except upon my signature.

Q. And it is usual to have your signature?—A. It is usual to have my signature—yes, sir.

Q. Is it not essential to have it?—A. Of course it is essential.

Q. Does the auditor issue certificates to the contractors for work done upon the streets or sewers without your certificate?—A. Not to my knowledge; but these bills have never been controlled, and it is not possible for me to speak from actual observation.

Q. But you know of no instance where the auditor has issued certificates without your approval of the bill?—A. In these bills of Gleason, certainly he has done it, because I find in the annual report of the treasurer of the board amounts corresponding to this amount here. This is the only control I have over it.

Q. Then the auditor has issued certificates without your approval of the estimate?—A. Yes, sir.

Mr. STEWART. In the case of Gleason, he says.

By the CHAIRMAN :

Q. Now do you know of any other case?—A. I think these vouchers of Mr. Evans, most likely, were in the same way.

Q. Have you approved any vouchers of Mr. Evans?—A. Well, I have some—a good many—yes, sir; but in Mr. Evans's case it was different from these vouchers. In his case the final vouchers came up, and it seemed to be more of a temporary accommodation to get hold of money in a fast way; while here in this case there was quite a large amount of money which never came up as a final voucher.

Q. Yes, I see; but do you know of any other instance, except the one now alluded to, of Gleason, where the partial or final vouchers have been presented to the auditor without your approval; and, if so, state any other case?—A. I cannot state any other case. It is very difficult, in our complicated system, to make anything out. Our system is too complicated.

Q. I quite agree with you, sir. Do you keep a record of these vouchers in your office?—A. I keep one "retained" voucher.

Q. I mean these estimates?—A. Yes, sir.

Q. Do you keep a record of each partial or final estimate?—A. Yes, sir.

Q. Do you examine those from time to time?—A. I do; O, yes.



Q. How often?—A. For instance, once a week I would come in the afternoon and stay until late in the evening, and look over the whole concern after the clerks went off.

Q. So that you know of no instance except the one which you have named. Do you know whether that is a single estimate? Is that embodied in a single paper?—A. Yes, sir.

Q. And is a partial estimate?—A. It is a partial estimate; but, then, according to our rule of routine there should have been fourteen vouchers for those. We always give only a voucher for one contract. About fourteen streets are included in this single voucher.

Q. Is that voucher numbered?—A. I have the engineer's number, 630; but afterward, if you want to find it here, most likely you will have to find the auditor's number.

Q. You have a copy of that in your office?—A. This is a copy which I have in the book.

Q. Are all the partial and final estimates copied in that way?—A. The partial estimates are mostly copied in that way, [indicating,] and the final estimates are copied in this book in full, just exactly as they appear, [indicating.]

Q. Do you regard Mr. Oertly as an honest, faithful employé in your office?—A. I do so, to some extent.

Q. Well, I want to see whether you do or not?—A. I have seen that Mr. Barney, who, I am proud to say, is one of the most accomplished men—he reports to me everything going on, as is his duty, while Mr. Oertly does those things without consulting me according to orders. Of course I cannot have that degree of confidence which a friendly intercourse of many years would otherwise imply.

Q. I only want to know your opinion of a man who would make a fraudulent voucher and certify to it—that is all—as you say he has in this particular instance.—A. I wish the committee to see that street; it is 15 feet below grade.

Q. Is Mr. Forsyth a subordinate in your office?—A. Nominally; he is on the pay-roll.

Q. Does he ever come to your office?—A. Not more than except perhaps once in a week, or in two weeks, or three weeks, to ask for some information.

Q. Does he receive orders from you?—A. No, sir.

Q. Did you find him there, also, when you went in?—A. I found him when I was there, and I took proper means to see that somebody else was appointed to make those measurements. So far as the engineer's department is concerned, those measurements, I am proud to say, I am willing to stand by.

Q. But Mr. Forsyth has made some measurements, has he not, for contractors?—A. Well, not under my orders.

Q. I mean has he not made estimates for contractors?—A. Yes, sir.

Q. Those estimates have come into your office, have they not?—A. No, sir.

Q. Where did they go to?—A. I do not know officially.

Q. I thought I understood you to say a while ago that all partial and final estimates pass through your office?—A. Yes, sir; in the regular way.

Q. That is the way they ought to go?—A. Yes, sir.

Q. But Mr. Forsyth's estimates, partial and final, have never passed through your office?—A. Some of them have, but not all of them.

Q. Those that have passed through your office were examined by you?—A. Yes, sir.

Q. Were they found correct or incorrect?—A. I have stated that the very fact that I found a number of incorrect measurements—

Q. O, yes; you mentioned three or four instances. They were corrected, however?—A. They were corrected. I saw them corrected, of course, but it is disagreeable to have a fight every day, and so I would have somebody else.

Q. Mr. Forsyth, then, afterward made measurements for estimates that did not pass through your office?—A. Yes, sir.

Q. Will you give us a few examples of those measurements, if you can?—A. Well, I don't know of any except it is of the Evans Concrete Company, and then afterward the measurements against the Government for Government work.

Q. I allude now to estimates made for contractors?—A. I don't think he has any more except this very case on Massachusetts avenue.

Q. You do not think there are any estimates made then by Mr. Forsyth for contractors that have not passed through your office?—A. No, sir; not besides those mentioned.

Q. Were you in the habit of attending the meetings of the board?—A. I was regular whenever a meeting was called. I do not think I have missed one meeting.

Q. I have a little curiosity to know as to how you got the meetings of the board of public works. What was the method of getting a meeting of the board? How did you do it? Did you receive a written notice?—

A. Yes, sir.

Q. From whom?—A. From Charles S. Johnson, secretary.

Q. Had you stated times for the meetings of the board?—A. No, sir; not last summer. We have had stated times for the last three or perhaps four months—every Monday and Friday, at 12 o'clock; but that dates from January, 1874.

Q. Before that time you had no regular days for the meetings of the board?—A. No, sir; none whatever.

Q. When there was to be a board meeting, then, you would receive a notice from Mr. Johnson?—A. Yes, sir; or from the chief clerk.

Q. To meet on a certain day?—A. Yes, sir.

Q. How often were you in the habit of holding these meetings?—A. I think since I became a member of the board up to New Year's of this year there might have been eight meetings.

Q. Eight meetings of the board from October, 1872, to January, 1874?—A. Yes, sir, that is it.

Q. Not more than eight meetings in all?—A. To the best of my knowledge; perhaps less. I think about eight.

Q. Did the board of public works have a particular place of meeting?—A. Well, the regular place, of course, would be Fourth-and-a-half street.

Q. They had an office, had they not?—A. O, yes; that is the office. I remember of one meeting having been called at Mr. Shephard's private residence, and I remember that Mr. Baker, the cashier of the First National Bank of New York, was present. This is the only meeting that I know of outside.

Q. That was in relation to the debt, I suppose?—A. Yes, sir.

Q. What time in the day were those meetings usually called for?—A. Irregularly.

Q. You had no particular hour of meeting or day of meeting, then?—

A. No, sir.

Q. How long were you usually in session at those meetings?—A. The longest meeting that I know of was last summer, when this case of the

extension of the contract of DeGolyer & McClelland came up, and Mr. Jeffreys argued the case. That might have been one hour and a half. The other meetings most likely were shorter.

Q. Was it the custom of the board to read the minutes of the preceding meeting?—A. No, sir. Lately I have frequently called for the minutes of the preceding meeting, and was uniformly informed that the minutes were in Congress here, and could not be read.

By Mr. STEWART:

Q. Whose handwriting is that? [Handing a paper to witness.]—A. It is not a handwriting that I am acquainted with.

Q. That is not Mr. Oertly's, then?—A. No, sir; that is not Mr. Oertly's.

Q. Whose handwriting is that? [Referring to a voucher.]—A. That is Mr. Oertly's.

By the CHAIRMAN:

Q. I wish to ask you about the sewers. I think you stated that the Boundary-street sewer, which cost \$36 a foot, is about a fair price?—A. I will tell you what the three sections cost. I now see I have Gantz & Appleman's sewer, between Second and Eleventh—\$34.76.

Q. A foot?—A. Yes; and then between the two sections—between the outlet which I have mentioned—there is Sam Strong's contract. Of this I am sorry I have not the data with me.

Q. You know what the price is in a general way?—A. Mr. Strong has not as heavy a cut as Gantz & Appleman have, and so his price will be, most likely, somewhat lower.

Q. What I wish to ask you is, whether you made up the prices which were to be paid to these different contractors.—A. Well, I have stated this morning, "mainly brick"—

Q. You do not understand the question, sir. Did you make up the prices to be paid to all these contractors—what they were to receive from the board of public works for the main sewer?—A. I did this in consultation with Mr. Oertly, but afterward this addition for the depreciation of paper I did not. That was beyond my province. I considered it a matter for the board, and not for the engineer.

Q. With the exception of the 15 per cent. which was allowed in making up the estimate for depreciated paper, you made up the price to be paid to contractors per foot for these sewers?—A. Yes, sir.

Q. I understood you to say a while ago, in answer to a question put by Mr. Wilson, that you one day stepped into the private office of Mr. Shepherd, and found him and Mr. Oertly in quiet conversation over this question of sewers?—Yes, sir.

Q. That he said, put down such streets to Gallagher, and such to Gantz & Appleman, &c.?—A. Yes, sir.

Q. Were the prices then fixed, or was that a mere assignment to contractors of portions of this sewer, at prices agreed upon by the board?—A. I think the prices were then finally put down, and this allowance for this depreciation of paper was then and there made.

Q. Did you make objection at the time to the assignment of these contracts?—A. Well, no, sir; I came in, you know, incidentally, and I remember that I made objection to one assignment. To the best of my recollection, Tompkins & Ruckles were put down on the line of sewers which Mr. Samuel Strong is now constructing. I thought that these men had already a big contract which had been hanging for a year or so, and I suggested the propriety of not giving this contract to Tomp-



kins & Ruckles; but this, I think, was the only one that I did, because Gallagher & Co. I never heard of, by name even, before.

Q. You suggested that no part of the work should be assigned to these contractors you have named?—A. Yes, sir; because their work was hanging for a year, which they had not completed.

Q. That suggestion of yours was received and acted upon, was it not?—A. Yes, sir.

Q. Who suggested Sam. Strong instead?—A. I did, I think. I wish to say that Mr. Sam. Strong is known as one of the best mechanics we have in the District here, and so I did it just on the strength of his mechanical ability.

Q. I understood you to say, in answer to a question put by Mr. Wilson, that the vice-president of the board, to wit, Governor Shepherd, was in the habit of letting these contracts without consultation with the board; do you mean to be so understood?—A. I mean to be understood that in none of these large contracts I had the least inkling when or who was to get them.

Q. That is, you did not know?—A. I know this much, that no meeting was called to bring us together to give out those contracts.

Q. In your judgment, were these contracts, so far as you have any knowledge of the acts of the board, awarded by Governor Shepherd as vice-president of the board of public works, or by the board on consultation?—A. To the best of my knowledge, they were given by a stroke of the pen of the vice-president.

Q. Without consulting the board?—A. He may have consulted Mr. Magruder, for instance, on the street.

Q. But he did not, at least, consult you?—A. No, sir. I wish to say that a correspondence is kept up now, at present, between the governor of the District and the vice-president, which frequently involves business matters which is not brought before the board, and of course I cannot be blamed for what I do not know.

Q. At this time?—A. Yes, sir; I came to know that; frequently I objected to Mr. Willard about certain things. He told me afterward, "I feel with you, but I acted under orders." "Whose orders?" "Well, you see, an order of the governor." "Well," I says, "if you take orders of the governor, and do not know your rights and duties, I do not want to see them." That is just what I told him.

Q. These various estimates for grading were approved in your office?—A. Yes, sir.

Q. Generally approved by you?—A. Yes, sir.

Q. Were you consulted after you became a member of the board, or as its chief engineer, as to the price that should be paid to contractors for grading?—A. I think I was consulted about the haul.

Q. As to what should be paid for a haul?—A. Yes, sir. I found that every contractor, where a bill was made out, there were the biggest fights; he said that there was not enough in it. My conclusion then was, on looking at the actual cost of hauling, that these men must either have been starving the year before, or else the measurement could not have been exact. They were insisting upon an exact measurement. I recommended that the price of hauling be increased.

Q. To the rate fixed by the board afterward?—A. To the present rate fixed by the board, and it was based upon the fact that a horse cannot walk more than twenty-two miles in a day, and a horse and driver and cart must make \$2.50 at the end of the day, upon honest measurement.

Q. Did Governor Shepherd, when he was vice-president of the

board, ever consult with you as to the work that was going on, either as to the manner of its performance or as to the desirability of improving particular streets?—A. I do not think he did much of the kind. If you will allow me to state an instance: One morning last summer I came down to Seventh street, and I found there a lot of men digging up and kicking in all directions. Some of the inhabitants of the street asked me what was doing here, and who was contractor? I was ashamed of myself. I made haste to get away, because these men were put there without an engineer. I did not know whether it was Gleason or Mr. Evans; either the one was doing the work, or the other was doing the contract, or the reverse. This work had been carried on, and all this expensive day-work has been paid for. It only remained for me to sign the final voucher. Not having seen the proper control in keeping the days, the only thing that was left to me was to make Mr. Gleason, the contractor, swear to his pay-rolls—that they were correct; and I have his oath.

Q. So that either Governor Shepherd or the vice-president of the board, or at least the other members of the board, were in the habit of ordering work without consulting with you either as to its utility or as to the method of doing it?—A. Yes, sir. In fact, when I was asked about this piece of flagging, I had no idea that 100,000 feet of flagging were to be laid down. I thought it was some small places here and there, which General Babcock most likely had desired Governor Shepherd to lay down.

Q. When you discovered that Mr. Oertly had made a partial estimate there for Gleason, aggregating \$148,000, and that upon that a certificate had been issued by the auditor, did you call the attention of the board to that irregularity?—A. I do not know that the auditor ever issued this. The auditor issues only a certificate upon order. This bill lies with the auditor, and the auditor is not at liberty to issue a certificate. He issues a certificate when ordered to do so. The auditor is a clerk with a high salary.

Q. He does not issue certificates, then, upon the approval of the engineer?—A. No, sir.

Q. Must it receive the approval of the board first?—A. The approval of the vice-president.

Q. Not the board itself?—A. No, sir; not the board.

Q. Do you know whether a certificate was ever issued for that?—A. I have noticed in the treasurer's statements, published in the report for 1873, that amounts corresponding to those were paid.

Q. Did you ever call the attention of the board to that great irregularity on the part of one of your subordinates?—A. Well, I spoke to Mr. Willard frequently about it, and he always uniformly would give me the answer that this was done before he had become vice-president, and the system could not be improved. He was just carrying out and continuing what had been done before him.

By Mr. STANTON:

Q. Did you call attention to this particular case?—A. No, I do not know that I did. I say I watched for the final voucher to turn up.

Q. Then you did not call attention?—A. No, sir. I was watching for the final voucher.

By Mr. WILSON:

Q. About this work of Gleason's on Seventh street. Did you ascertain, after you got away from there, that Gleason was doing that work?—A. Well, yes, afterward.

Q. Whom did you make inquiry of?—A. That I really do not know. I had to find out by some men about the street. It was only a few days afterward that I was notified that this work had been awarded, and to send to the contractor to make a contract for it. At least, that is my recollection of it.

Q. Is that the same work around the Post-Office and Patent-Office that Mr. Blickensderfer spoke of the other day, where the grading had cost to upward of \$2 a yard?—A. Yes, sir.

Q. The only evidence of the correctness of that voucher is simply Gleason's affidavit, which you required him to affix to it?—A. That is as I understand it.

Q. That is all you have?—A. All that I have. I do not remember exactly whether some superintendent nominally certified to it also, but I have found in the course of our business that these superintendents that we have would sign anything.

Q. What?—A. The superintendents, especially if they have not been paid for five, six, or seven months, are very apt to sign anything. I have trapped them. They sign pay-rolls, and as soon as I compared it afterward, there were thousands of dollars of difference.

Q. Are Gallagher & Co. constructing this sewer that was awarded to them?—A. Yes, sir.

Q. Are they doing it themselves or by subcontractors?—A. I think they are doing it themselves.

Q. You have been a member of the board for some time, I would like to have you state what was the reason for laying these expensive wooden and concrete pavements in localities that are comparatively uninhabited—where there is comparatively nobody living?—A. I cannot give you any information.

Q. Were you a party to that in any way?—A. No, sir.

Q. Were you consulted about it?—A. No, sir.

Q. For example, there is Fifteenth street, from Boundary down to S, that is laid with a wooden pavement, is it not?—A. Yes, sir.

Q. Did you have anything to do with letting that contract?—A. No, sir; nothing at all. Since this has been mentioned here lately I have looked up this matter to some extent. I find that a contract has been given extending from Rhode Island avenue to Boundary. Afterward this contractor came to the office and got the grades fixed for the whole line, and without our knowing it, and not suspecting anybody to be out there on the commons, he came all at once and asked for a final measurement for a large stretch of pavement. This was given to him, and this was the first I heard of it. I believe that he does not mean even to lay the intermediate part, because he has asked for a final measurement, and so far as the records would show he has been paid in full for what he has done, and has left the city for parts unknown; I believe for Pittsburgh. That was Mr. Filbert; he was a subcontractor of Gregg.

Q. Have you any map with you showing the localities where these pavements have been laid?—A. I brought, by your order, this map. [Witness produces a map.] This shows in yellow all the wooden pavements; in red all the concrete pavements; in blue all the Belgian, blue-rock, and other such pavements laid here in the two years. For instance, the pavement which you just spoke of comes in from here to here, [indicating on the map.]

Q. Is it or not the fact that a large amount of this expensive wood and concrete pavement has been laid in localities where there are comparatively few people living?—A. I should say it should never have been laid, because the general fund is taxed at two-thirds of the whole



cost, and this wood in a good many cases will rot before the houses are built adjacent to it.

By Mr. STEWART :

Q. You say that Mr. Barney was an entirely reliable engineer?—A. Yes, sir.

Q. Do you know Mr. Murray, a contractor?—A. I do.

Q. Do you know of his doing some work of grading on New Hampshire avenue?—A. Yes, sir.

Q. The voucher in this case, I believe, is signed by Mr. Barney?—A. Yes, sir.

Q. Mr. Blickensderfer makes the overpayment \$5,258.31 in that contract; have you ever looked into that?—A. I have.

Q. What do you say about that?—A. I have a map here which shows the whole case.

Q. I would like to hear your explanation, sir. How was Mr. Barney's estimate there? Mr. Blickensderfer says here: "The correct amount should be 20,800 yards of grading, at 30 cents; 20,800 yards of hauling, at 31½ cents; making \$12,740. While the actual payment is \$17,998.31; overpayment, \$5,258.31." This was paid to a contractor?—A. Yes, sir; that was to the contractor.

Q. And that voucher was signed by Barney?—A. Yes, sir; Mr. Vandenburg had a large contract for grading on Virginia avenue. This is painted in yellow, what Mr. Vandenburg did. I do not know whether it was ever recorded, but he had a special order to dig out also around the reservations, right and left. Mr. Barney's assistant, Mr. McIntyre, measured this work. Where Mr. Franklin is now, Mr. McIntyre was formerly. Mr. McIntyre left the city, and another assistant was appointed. The superintendent of the street and Mr. Murray pointed out what was done by Mr. Murray. His contract was on New Hampshire avenue. Mr. Murray asked for a measurement from Pennsylvania-avenue circle down to the water. They found out soon that down below nothing at all was done. However, Mr. Murray, the contractor, and the superintendent, pointed out to Mr. Franklin that this work, which was in fact done by Vandenburg, was done by Mr. Murray, and this escaped the attention of Mr. Barney at the time. I wish to say that, of course, we have got money enough on hand, and his mistake would undoubtedly have been found out in the final voucher, because the cross-sections are only calculated up in the final voucher, and the 20 per centum retained. If it is not retained it is not the fault of the engineer department, but the fact is that the 20 per cent. is retained, and this would have been sufficient to protect the District against the temporary short-comings of Mr. Franklin, or rather of Mr. Murray, together with the statement of the superintendent of the streets.

By Mr. STEWART :

Q. I do not think I understand you. You say that the contractor on Virginia avenue did some work belonging to New Hampshire avenue?—A. Yes; that is it.

Q. And that when the measurement was made by the assistant of Mr. Barney, Mr. McIntyre, Mr. Murray, and the contractor pointed out all this work as having been done for him?—A. Yes, sir; that is it.

Q. Were you there at the time?—A. No, sir; I have inquired about this matter since.

Q. That is the explanation that is given by Mr. Barney?—A. Yes sir; Mr. Barney can speak for himself better.

Q. Have you figured to see, taking that amount?—A. It makes that amount, sir.

Q. To see whether that is the accurate amount that would make the deficiency?—A. Yes, sir; not the exact amount, but an approximate amount. You know in the partial measurement the cross-sections are not calculated up, because it would confuse the case.

Q. That was a mistake?—A. It was not a mistake; one of the subordinates had been deceived by the contractor, together with the superintendent.

Q. The engineer was deceived by the contractor?—A. Yes, sir; and by the superintendent appointed by the board.

Q. Who was superintendent there?—A. I forget the name. He was superintendent on that street.

By Mr. STANTON:

Q. Did I understand you to say that that deception was made possible by the change of engineer?—A. Yes, sir; if Mr. McIntyre, who measured all this work—if it had been still in his charge, he would have seen the deception at once.

Q. Did I understand you to say that he had left the service of the board?—A. Yes, sir.

Q. And therefore he could not be here for that purpose?—A. Yes, sir.

By Mr. STEWART:

Q. Some of these measurements of New Hampshire avenue were made by Forsyth, partly by Mr. Phillips. Mr. Hulse was certified to by Forsyth; have you ever looked into it?—A. Yes, sir; but superficially.

Q. Have you made any examination of that?—A. Yes, sir.

Q. You have not measured it on the ground?—A. I could not possibly; but I have compared the cross-sections.

Q. Mr. Blickensderfer here says that this contract was overpaid, I think, \$1,600. Hulse was overpaid \$1,615.81. That was made up by Mr. Forsyth. Mr. Phillips also made some of these measurements. Who was Mr. Phillips?—A. Mr. Phillips used to be chief engineer of the board, up to January 10, 1873.

Q. Where is he now?—A. He is in Cincinnati.

Q. Was he a reliable man—he was chief before you?—A. No, sir; he was not. He was when Mr. Mullett was the engineer member of the board.

Q. When Mr. Mullett was engineer he was chief?—A. Yes, sir.

Q. He has not acted under you at all?—A. No, sir; only a couple of months—two or three months.

Q. Did he make the measurements on New Hampshire avenue while he was under you?—A. Well, I think Mr. Phillips was rather an easy man, he would not take that care which Mr. Barney does in comparing the estimates of his subordinates. He would consider his signature more as a clerical formality. If I am allowed I would like to make a further statement in regard to this deception of Mr. Barney. I wish to say, as is my duty, and naturally, of course, I looked carefully over those measurements reported by Mr. Blickensderfer. I found besides what you mentioned there that he found another apparent mistake of Mr. Barney. It is right here. On Virginia avenue there are a couple of little triangles; Mr. Blickensderfer did not know it; they were not on our cross-profiles. Here was additional

work done by Vanderburgh, and this not being on the street line was not on the cross section at all, so Mr. Blickenderfer, no doubt inadvertently, has been led into that error by not allowing for these two triangles Vanderburgh did.

Q. Describe the location of them.—A. They were between Twenty-third and Twenty-fifth street, I should say to the east and west of Twenty-fourth street.

Q. Putting those in and counting those in as having been done by the contractor, does that make the work on Virginia avenue correct?—A. It makes it exactly correct: it makes it a little more than Blickensderfer has it.

Q. The deficiency on that avenue was small, but there was a deficiency however?—A. Yes, sir; but that makes it just about right, and I would request that this sheet be referred to Mr. Blickensderfer for examination and report to the committee, because I desire that Mr. Barney clear himself of the only two mistakes which Mr. Blickensderfer has found.

Q. Are those the only two measurements certified to by Barney that Blickensderfer has found mistakes in?—A. That is so, to the best of my knowledge. I have examined to see, naturally, the testimony of Mr. Blickensderfer very closely, and those are the only two cases which I could find.

By Mr. WILSON:

Q. Do I understand you to say that those are the only two cases where you have found that Mr. Blickensderfer is in error?—A. Where Mr. Barney has been in error.

Q. I know: but where you are unable to correct Mr. Blickensderfer's statement—where you can explain his testimony?—A. I do not think there was anything else that was erroneous except those.

Q. Where you are able to account for the discrepancy that he (Blickensderfer) has found, does that arise out of any mistake that he made, or out of the fact that he did not have the data upon which he could get at these points?—A. Out of the fact that he had not the data to get to this point, because the cross-sections which were taken were taken with a view to Virginia avenue, and the cross sections did not show anything that the triangles right and left had been graded.

Q. In other words, in order to correct his statement, as you have stated it, you have to get the work that was not embraced in that which he was examining?—A. Yes, sir; that is it.

Q. You have to add other work to it?—A. Yes, sir.

By Mr. STEWART:

Q. But that other work did belong to it, and was done with it?—A. Yes, sir; it belonged to it. It was in the same voucher.

Q. And was not measured into any other work?—A. No, sir. This can be easily proved by the records.

Q. Have you undertaken to examine? You say this accounts for the mistakes in the vouchers where Barney measured. Have you made any examination where Mr. Phillips measured, where the voucher was signed by Phillips, to see whether there was any explanation of that? Did you look into that?—A. I do not know. I am a little bit pedantic, you know. A statement of this New Hampshire avenue account was in print, in black and white, for work for grading between Pennsylvania avenue circle and P-street circle, and of course I do not see how the printer can make a mistake and put down Pennsylvania avenue instead



of Potomac River, and how he could make the mistake and put down P-street circle instead of Boundary street.

Q. But Mr. Blickensderfer takes Boundary street and the Potomac River, and he still finds these deficiencies?—A. Yes, sir.

Q. In the heading of Mr. Barney's certificate that was south of the avenue and outside of the limits printed in the report?—A. Yes, sir.

Q. In order to reconcile it at all, they must go outside of the limits?—A. Yes, sir; that is a fact.

Q. It has not been suggested that this work was counted in anything else except that where Virginia avenue crosses?—A. That is it.

Q. But even taking the limits as now ascertained to be, there was a mistake in Mr. Barney's which you have explained; there was a mistake in Mr. Phillips's, and there was a mistake in Mr. Forsyth's?—A. Yes, sir.

Q. Each had a mistake?—A. Yes, sir.

Q. Have you examined that measurement by Mr. Phillips and Mr. Forsyth to see whether there was any explanation of that?—A. The principal thing was not measured at all. In that Government account—

Q. I do not mean any explanation. Had you made an examination of the ground since this?—A. O, yes.

Q. Can you make any explanation of the contract; for instance, of Hulse's, made by Mr. Forsyth? He made estimates for it in which there was an overmeasurement of sixteen hundred and odd dollars?—A. This, in consideration of the whole concern, is a small matter, and I look only at big discrepancies, and the big discrepancy is in the measurement of that fill. That has never been measured or paid for by the board. It came in from other streets.

Q. How did that discrepancy arise?—A. Mr. Blinkensderfer got the cross section for it, but the cross-section had been taken by our engineer, but never worked out because it was not paid. The cross-sections are only worked out and calculated, if a final voucher is asked for.

Q. The contractors are paid. Each contractor along there, according to his measurement with the vouchers in, have been overpaid?—A. This is out in the Boundary, I believe.

Q. Taking the whole thing from Potomac River to the Boundary, and taking the vouchers already in, every contractor has been overpaid more or less. Murray was overpaid \$5,000, more largely than all the others, but they were all overpaid. Now, without any final vouchers coming in they have been overpaid to this time; did you certify to that bill of Forsyth's that Hulse brought in?—A. No, sir; it was before my time.

Q. And Phillips was before your time?—A. Yes, sir. I went with Mr. Blickensderfer, at his request, to Boundary street, and saw the work there, and I saw that the evidence which Mr. Forsyth had put down for about 3,800 yards of grading which he requested me to help him see. I could not see it.

Q. Then you have no way of accounting for that deficiency?—A. Carelessness.

Q. No way further than you have made as to the mistake where they crossed the avenue. In the certificates made by Barney you cannot make any further explanation of it than the statement made by Mr. Blickensderfer?—A. No, sir.

By Mr. WILSON:

Q. I intended to have asked you something about Pennsylvania avenue and New York avenue. Have you ever made any examination to see whether there was any overcharge to the Government on account of these

avenues?—A. I have not been able to do that in this short time, though in order to enlighten the committee a little bit on this muddled question of assessments, I thought I could do better service by confining myself to one point of these three or four which you laid before me. I have here, since Saturday night, an assessment-sheet of the property from Pennsylvania avenue east from First to Seventh street. I will first read to you this paper, then afterward I can explain to you more knowingly. The Governor's Answer, on pages 414 and 415, from First to Fourth and from Sixth to Seventh streets, shows a number of payments. In regard to this, I would like to call attention to a palpable arithmetical error which goes through all the Government assessments. Allow me to illustrate. There is, for instance, an avenue costing \$120,000. Of course under the principle adopted the Government pay two-thirds of that; that is to say, two-thirds of \$120,000, which would be \$80,000. Now, the Government measurers went to work. They say chargeable and due, \$120,000; received on account, say \$60,000; deduct \$60,000 from \$120,000, leaves \$60,000; two-thirds of \$60,000 makes \$40,000. Now you see they have levied upon the Government for \$60,000 and \$40,000 instead of for \$80,000. If you will allow me to take up one of these cases, it goes all the way through. Here is Pennsylvania avenue, it cost \$391,000. That is at page 414.

By Mr. MATTINGLY:

Q. Do you not know that that includes Pennsylvania avenue also, from Fifteenth street to Rock Creek?—A. I am very well aware of that. Take page 391; he pretends to charge the Government two-thirds of that. Two-thirds of \$391,000 would be, in a round sum, \$260,000. But what does he levy here? He levies \$146,743, and then again he has received on account before, \$171,746 in full.

By Mr. BASS:

Q. You thought that one-third should be taken out before deduction?—A. Yes, sir.

Q. The committee have looked at this. See if this is not the solution of it. If you will, look on that appropriation of June 10, 1872. Do you not find that the work which is deducted should be entirely paid for by the United States and not simply two-thirds of it? If the truth is that the work at Lafayette Square, say, is deducted, (see page 414) and at the Treasury and War Departments, \$15,000, at Twenty first street west, \$10,000, and so on—if it appears, in fact, that the Government ought to pay all and not merely two-thirds of that, the deduction is properly made?—A. Then the deduction is properly made.

Q. The committee have had that in examination.—A. I have not examined this part of it. I have only examined this part of the voucher which relates to east Pennsylvania avenue.

Mr. SEWART. I want your idea of making an assessment where the Government own on one side and private property on the other; suppose there was \$20,000 worth of work done, the Government owning one side and private property the other?

A. Suppose it was \$18,000. The Government pays two-thirds, making \$12,000. The private property on one side pays \$3,000, and then on the other side the Government pays \$3,000.

Q. The Government would pay of that \$15,000 and the private property \$3,000?—A. Yes, sir.

Q. Is that the way it is figured?—A. That is their theory, sir. I have reduced the following to writing:

Thirteenth query. Such papers and documents as may be necessary to show the amount paid by the United States on account of Pennsylvania avenue, and the amount properly chargeable to the United States.

This question, I am sorry, could not be answered in a direct way. An explanation is necessary.

The theory of assessing the United States for work on avenues has been to substitute it for the District government, and, therefore, aside of special work on or around Government reservations, to have it assume the two-thirds of the whole cost.

Government has paid so far—

From First to Fourth streets, and from Sixth to Seventh streets.....	\$107,660 43
For reservation between Fourth and Sixth streets, including \$3,780 for posts and chains.....	81,706 40

Total between First and Seventh streets .....	189,366 83
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And again—

For work between Seventh and Eighth streets.....	24,675 90
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Aggregate between First to Eighth street.....	214,042 73
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However, this is considered an open account, for the assessment, page 157, report of 1873, charges as follows:

Pennsylvania avenue, from First to Seventh street east:

Charge the United States.....	\$195,433 67
Charge general fund .....	80,131 02

Total, (including the reservations).....	275,565 59
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Add, for posts and chains on reservations, not included in assessment-sheet	3,780 00
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Grand total claim between First and Seventh streets.....	279,345 59
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Assistant Engineer Oertly, I notice on page 1673 of testimony before this committee, has made up another computation for Pennsylvania avenue, between First and Seventh streets, and sums up, against the United States, \$250,682.96, instead of Mr. Forsyth's \$279,345.59.

In consideration of these conflicting statements, neither of which is backed up by a clear and comprehensive statement of actual measurement in detail, I had an assessment-map prepared, as well as the very limited time admitted. This is herewith submitted, with all the quantities inscribed. On such indisputable facts I have based assessment-sheets, as near as possible, according to the maxims prevailing lately. These sheets are also submitted.

The process of computation has been very simple—

The Government is charged in full for the work on reservations between Fourth and Sixth streets, inside of center-line of surrounding streets...	\$97,893 30
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Then, the total cost of work between First and Fourth streets, and between Sixth and Seventh streets, is made up from east building-line of First street to center-line of Seventh street; it foots up to \$198,098.39. Two-thirds of this is charged directly to United States, namely .....	132,065 60
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The remaining one-third is \$66,032.79; and this has been equally distributed on the whole adjoining frontage of both sides of street. This frontage is 6,588.74 feet, and consists of private property intersecting streets and Government frontage, and gives a rate of \$10.022 per front foot, (instead of \$11.2844 of assessment-sheet, report of 1873, page 157,) and makes for 241.63 feet, chargeable to United States.....	2,421 61
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Grand total chargeable to the United States .....	232,380 51
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*Recapitulation of cost and assessment of streets between First and Twelfth.*

Total cost of street .....	\$198,098 39	Assessed to United States .....	\$232,380 51
Reservation between Fourth and Sixth streets .....	97,893 30	To intersecting streets, 2,087.72 feet, at \$10.022 .....	20,923 58
		To private property, 4,259.39 feet, at \$10.022 .....	42,687 60
Total .....	295,991 69	Total .....	295,991 69

NOTE.—The above mode of treating intersections on avenues is just, since it charges these streets with only one-third of cost of whole intersection, instead of one-half, as usual. The concession is due to the limited width of streets as compared with the wide avenues.

ADOLF CLUSS, *Engineer.*

MAY 19, 1874.



The account between Seventh and Eighth streets is a separate thing, and foots, as per adjoined Exhibit C, \$46,796.48.

E. O. E.

By Mr. STEWART :

Q. That is the basis of a correct assessment ; how does that differ with the actual ?—A. It does not differ from it. I bring the rate for private property down, and I bring the assessment to the Government also down. In the limited time I wanted to show my good will to the committee, and wanted to bring those sheets here, something must have been charged twice. Thereupon I bring the assessment against private property one dollar down, and I bring the assessment against the Government also down.

Q. What is the aggregate difference ?—A. I bring against the Government \$232,000. Oertly had \$250,000, and Mr. Forsyth had, according to my best understanding, \$275,000.

Q. Against private property how is it ?—A. \$10.02 against \$11.28—\$1.26 I bring it down against private property, according, I think, to a strictly mathematical calculation.

By Mr. MATTINGLY :

Q. Have you endeavored to ascertain the cause of the discrepancies that you refer to ?—A. No, sir ; I have not.

Q. Do you mean to say, now, that it is because you have not had time to ascertain what it is, or because you have made up your mind that it is one of those inscrutable things that you cannot find out ?—A. From what I have seen, and other things, if there is grading of 15,000 feet, and afterward they charge 75,000, there is no comparison possible.

Q. Then you have not endeavored to make any ?—A. No, sir ; I had not the time. I had this, and when I came here I put the last stroke of the pen down. These are, of course, independent of the avenues. I found a good many little extra bills, and this might have been possible, if I had plenty of time. I might have noticed the particular parts of the streets.

Q. Did you make any inquiry of Mr. Oertly, so as to ascertain the difference ?—A. I could not find Mr. Oertly at his desk.

Q. Then you have not done it ?—A. I could not find him. I had to do business, not to run after Mr. Oertly.

Q. Is that the reason you did not do it, because you could not find him ?—A. Yes, sir ; I would have asked him if I had had the time and his face.

By Mr. WILSON :

Q. Have you done any figuring on New York avenue ?—A. I had not possibly the time.

By Mr. BASS :

Q. Do I understand you to say that you have assumed that this charge on page 114 relates to that work ?—A. The upper portion of it. I have a memorandum here that a part of that work merely relates to Fifteenth street west and Rock Creek, although that seems to be omitted. You took that into the account ?—A. Yes, sir ; I examined that part of the figures as closely as possible, taking in deductions as well as charges—taking everything that relates to Capitol Hill.

By Mr. MATTINGLY :

Q. Did you find any deductions relating to Capitol Hill—Pennsylvania avenue east ?—A. Yes, sir ; they are here. First street southeast, Second street, and Third street.

Q. You treated these deductions in the manner you stated a little while ago in your mode of estimating the account?—A. Yes, sir. These deductions were received in full, and so it is not right to deduct them and afterward take two-thirds of it.

By Mr. BASS:

Q. Did you make an examination with reference to Maryland avenue, as to which Mr. Blickensderfer testified?—A. Yes, sir.

Q. Have you testified on that subject before?—A. I have an independent table here.

By the CHAIRMAN:

Q. Did you estimate anything for old work?—A. No, sir.

Q. Just for work of the board?—A. No, sir; I considered it in one account, making all new work. It is impossible to make out a statement of old and new work the way things have been managed; you must have a separate account kept.

By Mr. MATTINGLY:

Q. Did you make out a separate account for each?—A. No, sir; I made one for new work.

Q. Don't you know the charge by the board was for both old and new work?—A. I hope they have not made such an incongruous bill as to put in new work and old work. That must be stated on the face. That is business-like.

Q. That is your idea of what is business-like; but as a matter of fact don't you know that the charge for work done on the avenue included both old and new work?—A. The board of public works is not aware of any such thing.

Q. Are you aware of any such thing?—A. No, sir.

Q. And the only work you measured was for work done by the board—new work?—A. Yes, sir.

Q. You have made no statement as to old work?—A. No, sir.

Q. Don't you know that the Government made an appropriation to reimburse for the old work?—A. I know that the Government made one. This heading of the bill amounts to nothing. I stand upon the engineer's facts, and not upon the headings of appropriation bills. Of course, you know you must charge either new or old work.

Q. Where the Government makes an appropriation to pay for both old and new work, do I understand you, as an engineer, that you would only make out a bill for new work, and make out none for old work?—A. If incorporated in one bill, I would make two separate statements, showing clearly what was old and what new.

Q. Suppose they did not make separate statements, but included the two items in one account.—A. I do not know how that could be done, for work done ten years ago was certainly done at a different price from what it was done for last year. It could not be done by any correct estimate.

Mr. MATTINGLY. I will examine Mr. Class hereafter fully in regard to these matters.

By the CHAIRMAN:

Q. Do you know anything about a profile known as the Coyle's profile, or a book containing some statements as to the contour of the streets?—A. Yes, sir; I have frequently seen it at the city surveyor's office.

Q. Have you ever tested its accuracy in any way?—A. Well, I have frequently incidentally. I have found out that Mr. Coyle's book origi-

nally, it seemed to me, was done right well; but it was not kept up, it seems. A good deal of work was done independent of Mr. Coyle's work. It is not reliable.

Q. Is there any record of the work that was done outside of this Coyle record? You say they disregarded it, or failed to keep it up: is there any record showing?—A. I do not think there is any record showing that at all.

Q. You stated that you had no record in your office of the assessments?—A. None whatever.

Q. Whose duty is it to make assessments under the organization here?—A. The board of public works, no doubt.

Q. But they do it by means of some subordinate: what do they call him?—A. Assistant engineer.

Q. Who is he?—A. Mr. William Forsyth.

Q. Does he do it as surveyor or as assistant engineer?—A. I presume that he does it as assistant engineer of the board, because this is the only duty which he performs for his salary.

Q. Does he keep a separate office?—A. Yes, sir.

Q. And copies of these records in that office?—A. Yes, sir.

Q. From your knowledge of him, does he keep these records accurately?—A. I would rather not answer that question.

The CHAIRMAN. I will not press it.

Mr. CLUSS. I want to say, before I leave the room here, that I was very glad to be able to make a statement here, in justice to the very able corps of assistants who have been trumpeted through the country as incompetents. I am glad to say that, on a close examination, we defy criticism as to all our doings; and I never knew better men, in the course of my professional life, than those men that I have now to assist me; and I think that these gentlemen will be able to vindicate whatever has been done directly under the engineer department of the board of public works.

By the CHAIRMAN:

Q. You are quite willing that the engineer's estimates and measurements shall be put to a severe test?—A. Yes, sir; and I invite it.

By Mr. STANTON:

Q. If any discrepancies are found, for instance, in Mr. Barney's measurement, you think that such discrepancies were such as might have happened in any competent engineer's measurement?—A. Of course. In that big mass of work, it is almost impossible that everything would be exactly accurate.

Q. You believe him, for instance, to be quite incapable of doing anything fraudulent?—A. I think so, undoubtedly. I have watched him pretty closely.

Engineer BARNEY recalled.

By Mr. STEWART:

Question. You were present when Mr. Cluss was making an explanation of the surveys which you made at the intersection of New Hampshire and Virginia avenues?—Answer. Yes, sir. If the committee please, I should like to explain that a little more fully. Perhaps I know a little more about it than Mr. Cluss. Originally, Major Vandenberg was awarded the contract for grading Virginia avenue, between Seventeenth street and Rock Creek. Subsequently he had an order—I don't know whether his contract demanded it or not; but I simply know that he



had an order from the board to include the reservations between H and G and Twenty-fourth and Twenty-sixth streets—all that is colored in yellow on the map. Now, all this work colored in yellow was cross-sectioned, and the result of those cross-sections make 103,600 yards. Mr. Blickensderfer came within 400 or 500 yards, so it proves the correctness of the cross-sections generally. But Major Vandenburg, for the purpose of filling down here, also took out two small sections, right and left, of Twenty-fourth street, and then added to the amounts of the cross-sections, and that brings that estimate of Mr. Vandenburg up to about 108,000 yards. The persons who had the contract for G street and Vandenburg—there was some trouble about getting out that intersection. Each one claimed it. Finally, the parties who had G street, went on and took it out; but as our cross-section included G street, it was all work in those, and the intersections were afterward taken out. That is all this work in yellow here on the map; with these two small red reservations make 108,000 yards, and deducting from that the intersections on G street, 4,000 yards, leaves 104,000 yards done by Major Vandenburg; as to Mr. Blickensderfer, probably I led him into the error in regard to it, because I had not looked into the matter myself for some time, and I had forgotten it. I told him at the time that I thought the intersection of G street and Virginia avenue was charged into Virginia avenue, but on looking it over I find that it was to the contrary. And also another mistake in regard to New Hampshire avenue. Murray had the contract for New Hampshire avenue from the circle to the river. As I said before, Major Vandenburg by an order from the board was allowed to take out on New Hampshire avenue between H and G, or allowed to take up a portion of the work covered by Murray's contract, and when the measurement was made for Murray, the application simply said, "Measuring for the grading between the circle and the river." The present Mr. McIntyre, who had made the measurement for Mr. Vandenburg, had resigned some six or eight months before, and I sent another assistant to measure New Hampshire avenue. This work was all done, and the contractor deceived him. The man did not know himself. The contractor deceived him by telling him a portion of the work on New Hampshire avenue which was done by Major Vandenburg had been done by him, and he measured it up, and deducted some 6,000 or 8,000 yards, and left the man about 29,000 yards, and which he returned to me as a partial estimate of Murray. Of course, it is impossible for me to look over every final or partial estimate closely. I supposed the work was all included between the circle and H street, instead of H and G. If I had known Franklin had allowed Murray one yard on H street, I would have cut it out. It escaped me at the moment, and I called Mr. Blickensderfer's attention to it, and asked him to report it to the committee.

By Mr. STEWART:

Q. Mr. Blickensderfer said he got the cross-sections, and in crossing the ravine down there, as where the sewer was formed and partially filled the year before.—A. Yes, sir.

Q. You gave him that?—A. Yes, sir. I furnished all the cross-sections on the information we had of New Hampshire avenue.

Q. You did not have cross-sections on that original ground?—A. Yes, sir, I had cross-sections on the original ground to within about one hundred and fifty feet north of L street.

Q. I mean that depression between Pennsylvania avenue and Tenth street.—A. That is the one I am speaking of. That depression runs

from Twenty-first street down to L street, and cross-sections were taken there, I think, in January, 1872.

Q. Taken before the fill was made?—A. No, sir; a portion of the fill was made; only a slight portion; that fill there was made by day's work. I estimated it at about six or eight thousand yards.

Q. Made by any of these contractors?—A. Yes, sir; made by the board; but the board employed men by day's work, and they filled in some 6,000 or 8,000 yards at the L-street end of New Hampshire avenue.

By Mr. WILSON:

Q. You gave that to Mr. Blickensderfer, and he took it into his account?—A. Yes, sir.

By Mr. STEWART:

Q. He took the old work into his account?—A. Yes, sir.

Q. Did you make a measurement of the old work before they commenced there?—A. No, sir; I did not. I took the cross-sections of the ground as I found it. It was partially filled, probably 6,000 or 8,000 yards put in. I took the cross-sections right over that surface.

Q. Who measured the 6,000 or 8,000 yards filled in before?—A. I presume Mr. Blickensderfer went over that, and got it the best way he could.

By Mr. MATTINGLY:

Q. He says he took it from your statement. How could Mr. Blickensderfer measure it when it was all covered up?—A. Take the level of the surface of the ground itself there, and the surface of the original ground, and take the difference between them, and you get the height.

Q. You did not give him any information but what he could get from the original ground in regard to the height, and how much was in there? A. No, sir.

Q. You had seen it before they had taken any measurements there? The cross-sections you made were on top of what had been put in by these day-laborers?—A. Yes, sir; the cross-sections cover all the work on New Hampshire avenue, between the square and—

By Mr. MATTINGLY:

Q. What is that estimate that you have here been speaking of based upon? Did you make any calculation?—A. I made a calculation. I got at the old surface as near as I could. I got at the old surface of New Hampshire avenue as near as I could from the surrounding surfaces; that is, I used my own judgment about it.

By Mr. STEWART:

Q. Did you make that estimate at the time you talked with Blickensderfer, or was your attention called particularly to it at the time you made your cross-sections?—A. No, sir; I did not make anything of that kind until he called upon me. I knew what the height of L street was, and the height of the creek, and only about 200 feet apart. There is a line, a sort of horizontal curve, between the two. Then this matter of New Hampshire avenue. Probably Colonel Samo got confused there, because all this work on Virginia avenue and these reservations were charged in as Virginia avenue, when a portion of it was really in New Hampshire avenue. He probably got my voucher and charged it in the 103,000, when probably there were 20,000 or 30,000 yards on New Hampshire avenue. They were never separated, because Major Vandenburg never had a final estimate.

Q. How is that?—A. I say Mr. Samo might have been confused in this matter of Virginia avenue from the fact that the line on Virginia avenue itself, and the reservations, were on my partial estimate sent to the auditor as Virginia avenue itself. Now, these reservations include a portion of New Hampshire avenue. He might have been confused as regards Virginia avenue.

Q. But how as regards New Hampshire avenue?—A. Suppose this 103,000 yards on Virginia avenue; he calculated New Hampshire avenue was all cut out there, whereas this Virginia avenue included that. In other words he duplicated it. He calculated it once on Virginia avenue and once on New Hampshire avenue, and the partial estimates would not separate them, so that he might have been led into that mistake. I am unable to say whether I separated those or not. I think that I did, but I am not sure. I think I told Mr. Mades, the auditor at the time, to charge so much money to the one avenue and so much to the other. At any rate I returned the estimate. I have forgotten whether I told him to separate the avenues or not.

By Mr. CHRISTY :

Q. State, if you know, what disposition was made by the board of public works of the very large amount of gravel taken from Virginia avenue.—A. I suppose that gravel has been used all over that section of the city.

Q. Do you know whether it was sold and enured to the benefit of the board?—A. No, sir; I am unable to say. I know there has been a great deal taken out, but what has been done with it—

Q. The excavation extended very far below the bottom of the street or grading?—A. Yes, sir; I should think eight or ten feet.

By Mr. WILSON :

Q. Do you know what was done with the gravel taken from the street?—A. I have learned within the last two weeks it was hauled up on New Hampshire avenue. I was not aware of it before.

Q. Who took it out there?—A. Major Vandenberg, I think.

Q. He had a contract for O street?—A. Yes, sir.

Q. Was O street a pretty well graveled street?—A. Yes, sir.

Q. Just tell the committee what was done there.—A. Nothing done, except the surface was plowed up and carted away to New Hampshire avenue, and, in fact, they have not been paid yet at all.

Q. What kind of pavement have the people on O street got in lieu of that gravel road that they had there?—A. They have not got anything there now.

Q. When you were on the stand before, I asked you some questions in regard to this matter of measuring in cases where there was one man who had a contract for grading and another a contract for paving. If you noticed the testimony you may have noticed that that thing has been adverted to since. If you have any further statement to make in regard to that matter, you are at liberty to make it.—A. I do not know that I have anything further to say about it. I simply know that where one contractor had the grading and another contractor had the paving, I had no means of knowing—rather of deducting two feet from the wooden pavement. I was given an application to measure the grading, and I measured it, and if given an application to measure wood pavement, I measured that. It may have been intended that we should have deducted two feet of grading. If it was, I never knew of it.

Q. You never had any instructions to that effect?—A. No, sir.



Q. When you were on the stand before I asked you to refresh your recollection in regard to the number of cases of that kind on that occasion that occurred in the city. Have you given any attention to the subject?—A. I gave a number at that time. I do not know that I think of any more just now. I think I made one mistake about the two feet of grading. I said on Rhode Island avenue, between Fourteenth and Sixteenth streets, the two feet of grading was not deducted from the Taylor & Filbert. I should have said it was deducted wherever the same contractor had the grading and the wood pavement. I have always deducted it. I always understood that to be the rule, and I have always done so, but where they have been separate I have not done so.

Q. Do you think it would be safe for the committee to assume that, in cases where one contractor had the grading and the other the paving, there was no deduction of the two feet for grading?—A. I have never done so, and I do not think any of the other engineers have. At least, if it was done by one it would have been done by all.

Q. I believe you spoke in your testimony before about the difficulties of getting an accurate measurement on account of the contractors' tearing up the streets before you had access to them. I intended to ask you about that, but I had forgotten whether I did or not.—A. I do not consider an accurate measurement can be made without cross-sections: it is utterly impossible unless we have the old surveys of the ground, or have surveys after the work is done. I consider it utterly impossible to get an accurate measurement.

Q. How often was it, as nearly as you can tell, that the contractor went to work upon the streets before you had an opportunity to make your necessary preparations to make accurate measurements of them?—A. That is impossible for me to say, from the fact that I have had I suppose fifty applications for grading in one day.

Q. Were there many of these cases?—A. Yes, sir; so far, two or three months during the summer of 1872, we were hurried very much indeed; all the while did the best we could; it was utterly impossible for us to get the information we would like to have had.

Q. In these cases where the contractors went to work upon streets before you had the opportunity to make your necessary preparations you would not hold yourself responsible for their accuracy?—A. No, sir. I should use my own judgment. I should say my judgment is as good as anybody else's. That is all.

Q. You had to depend in these cases upon your judgment?—A. Yes, sir; most entirely so. In some cases there might be some landmarks by which you might be able to tell, but in a great many cases the streets were cut down, and two months after there would not be the slightest means of telling anything about it.

By Mr. BASS:

Q. Who was the chief engineer at that time?—A. There have been three engineers since I have been here; at that time, summer of 1872, R. C. Phillips, of Chicago. I think he came about May. Mr. Mullett was the chief engineer from December until May. Mr. Cluss was appointed engineer in January, 1873.

Q. Do you know whether the fact of the necessity of having cross-sections before the work was done was brought to the notice of the board or its chief engineer?—A. I know that when I came here almost the very first thing I said to Mr. Mullett was to speak to him about the necessity of cross sectioning; in fact I had been railroading all my life

before, almost, and I never knew any case where grading was estimated without the original surface of the ground—cross-sections—plotted up. I do not mean that it is necessary to plot cross-sections, or to get the cross-profiles of the piece of ground. I do not care anything about the plot, but I simply want to get the level. I called Mullett's attention to the necessity of that when I first came here. He was then the chief engineer, and he directed me in every case to take cross-sections. I explained to him the necessity of the matter, but it was utterly impossible for us to do it. I did the best I could. That winter we took nearly all the cross-sections.

Q. It was impossible to do it because of the want of force?—A. Yes, sir. During that winter we were taking cross-sections all the time, nearly, and took all that we could.

By Governor SHEPHERD:

Q. Do you know whether or not every means were taken to get proper help in the engineer department?—A. I cannot say positively about that, sir. I know whenever we wanted any help I would go to the chief engineer, Mr. Mullett, or Mr. Phillips, and tell them just what the circumstances were, and asked them to help us out.

Q. Did not the board of public works always do the utmost that was in their power toward securing it?—A. I think they did.

Q. In regard to these cases which Judge Wilson speaks of, where the measurements were made without cross-sections, did you, as an officer of the board, do what was right and just by the District and the General Government in making your measurements?—A. I did, sir, in every case.

Q. Did you give the contractors any advantage in making your measurements?—A. Never, sir.

Q. If there was any advantage, did you not give it to the District government?—A. I did always.

By Mr. MATTINGLY:

Q. In this case, where one contractor had the contract for grading and another for paving, did this question as to the deduction of two feet ever occur to you until the thing was wanted here?—A. No, sir.

Q. You never made any inquiry of any officer of the board whether it was proper to make the reduction or not?—A. If a man had a contract for grading, I supposed that he was to be paid for it. I never heard the inquiry at all.

Q. You just assumed, and passed the thing over; it never occurred to you?—No, sir.

M. G. EMERY recalled.

By Mr. WILSON:

Q. I wish to ask you another question or two in regard to flagging around Government property. Did you put down flagging around the Post-Office and the Patent-Office?—A. A portion of it on F street in front of the Post-Office, and some on Seventh street.

Q. When did you do that?—A. In 1863.

Q. At what rate did you put that down?—A. I cannot tell you, sir. By referring to my order-book to-day, I found I delivered some 5,000 feet of flagging in front of the Post-Office in 1863. The price is not carried out. I suppose when it was laid the Government measured it, and the bill was paid for and receipted, and went into the Post-Office Department, and will be found there. The vouchers will show the prices.

Q. What did it cost to lay it? Give us such items as you can in regard to that flagging?—A. I find that I paid a man six cents a foot for jointing and laying it. I furnished the cement and sand.

Q. What was the sand and cement worth?—A. About four cents a foot. I also flagged the bottom of the area portions of it, furnished the sand and cement, and charged them 25 cents a foot for the stone, and 10 cents a foot for laying, cement and sand. That was an inferior flagging, however; what we call rough, inferior flagging, what is called a seasoned quality. We pay some five or six cents a foot for it less than we would for the other.

Q. From your knowledge of the prices of that flagging that you put there at the Post-Office, what do you think you received?—A. I think you will find that it is charged at about 50 cents. That is my recollection, but I could not speak positively. The voucher will tell you.

Q. You gave the committee yesterday a statement as to the prices of flagging of the character that is used here. Are there any deductions made from the regular rates where flagging is bought in large quantities?—A. None, except in the payment, that I know of. I have frequently had deductions made by paying cash from the printed bill prices.

Q. What deductions are made for cash?—A. Three per cent., I think, only. There are some errors in the printed statement of the testimony that I would like to have corrected. The question was asked on page 2034: "What is it worth to furnish the necessary material and lay it down and joint it as it is now done per square foot?" The answer as here given says: "About 10 cents. We estimate it at about 10 cents." I said 44 cents. Then on page 2035 the following question was asked:

"There is another class of flagging that is used here, that is sawed or dressed, or 'taxed off'—I don't know what term you apply to it. What is that class of flagging worth, what is a reasonable price for furnishing that and putting it down?"

The answer was:

It would cost about 15 cents extra. Q. Fifteen cents in addition to the others?—A. Yes, sir.

The WITNESS. That would make it about 80 cents for the cost. I mean 15 cents and 44 cents—59 cents. I did not mean 80, but 59.

By Mr. STANTON:

Q. It would be 59 cents for the cost, and 80 cents for the reasonable price?—A. Yes, sir; but it speaks of the cost.

By Mr. WILSON:

Q. You mean what?—A. The cost would be about 59 cents. I did not want to be understood as saying that it cost 80 cents.

Q. But the profits added to that would be the other amount?—A. Yes, sir. There is also one other place. On page 2039:

By Governor SHEPHERD:

Q. What did I understand you to say that the net cost of that flagging was, delivered here—such flagging as the board of public works put down?—A. I say that the ordinary flagging, such as was laid down in front of the Garden Conservatory square was worth about 65 cents a foot.

His question is, what is the cost of it?

I mean 44 cents as the cost. I answered it as though it were the price, not the cost. The cost of the ordinary flagging delivered here on the street is 27 cents. That was my estimate. I mean by my answer, 27 cents delivered here on the street, but my answer is here 65 cents.



By Mr. WILSON :

Q. Then adding to that the cost of jointing it and putting it down as you gave it on yesterday, with the profit, would make the aggregate cost-price of putting down that kind of flagging?—A. Yes, sir.

By Governor SHEPHERD :

Q. That is without any parking?—A. Yes, sir. And just here another thing: the parking is put down wrong in my answer.

By Mr. STANTON :

Q. You adopt an average distance of hauling?—A. Yes, sir; average haul. Now, in regard to the parking, the question was asked—

Now, what would 19 feet of parking be worth in addition to that, at 50 cents a yard?

The answer is printed here 12 or 14 cents. It should not have been that way. 50 cents a yard is five cents and something a foot. I did not mean to say that it would be 12 or 14 cents a foot, but about 5½ cents a foot.

By Governor SHEPHERD :

Q. Be kind enough to say what price was paid by the corporation for the flagging for the past five or six years, including bridge-stones?—A. I think it was 60 cents; I am not certain.

Q. Was it not 75 cents?—A. I will not be positive. It is possible that it was. They were of a larger size.

The committee adjourned until 10 o'clock to-morrow morning.

THURSDAY, *May 21, 1874.*

The committee met pursuant to adjournment.

JUAN BOYLE sworn.

To Mr. WILSON :

I reside in Washington. I have lived here about eighteen years. I have been away at times. I am in the real-estate business, and have been for the last five or six years.

Question. Have you been in any other business?—Answer. Only in real estate, and negotiation of loans on real estate, and different kinds of securities.

Q. Have you ever had any contract with the board of public works?—A. Yes, sir; one. That was for paving R street with the Phillips block-pavement.

Q. How did you get that contract?—A. I should like to state my connection first with the company. We purchased the contract afterward. Before the District government was formed I was connected with the Ballard Paving Company of New York. It was introduced to them when they got their patent here. They laid a pavement, I think, for the old corporation. I negotiated a loan of money for them with which to lay the pavement, and out of consideration for that service they offered me an interest, after this government came into existence, in any contracts gotten in this city, if I would attend to their business. I then expected to lay the Ballard pavement, but for some reason the board decided to lay the Phillips pavement, and I sold out my contract

to the Ballard Paving Company, and they gave it to some other person to lay.

Q. You got a contract for laying that pavement?—A. Yes, sir.

Q. What did it amount to?—A. Some \$20,000 or \$30,000.

Q. To whom did you make application for that contract?—A. I made application to Governor Cooke and to the board of public works—generally by written application—and to the vice-president of the board.

Q. What was your interest in this contract?—A. My interest in the contract received for the Ballard company was to be ten cents a yard and this paving. I did not receive that much, because it never paid. I think I received about \$1,200.

Q. Your agreement with the Ballard Paving Company was, if I understand you, that you were to have ten cents a square yard for all the contracts they had in this city for laying their pavement?—A. They had a contract.

Q. Did the Ballard Paving Company lay the Phillips round block pavement. Was that their pavement?—A. No, sir; they had a pavement of their own, and it was for that reason I transferred the Phillips to them, because they did not wish to have anything to do with it. They did not lay it themselves at all.

Q. How did you happen to get a contract to lay the Phillips round-block pavement when that company had no authority to lay any such pavement as that?—A. They had the authority if they had chosen to do it.

Q. Did they have the right to use that?—A. By paying so much a yard royalty they had the right.

Q. Did you ever have any other contracts awarded to you than this one of which you have spoken?—A. None that I know of. I never heard of them.

Q. Did you ever receive any money out of any contracts other than this one?—A. No, sir.

Q. Either directly or indirectly?—A. No, sir.

Q. In the transfer of this contract, how much did you receive?—A. I was to have received about \$2,000, but as there was a loss sustained, I did not take what I was allowed. I only took about \$1,200.

Q. With whom did you negotiate when you sold out to the Ballard Paving Company?—A. With Mr. Ballard, the president of the company.

Q. That was all the connection you had with it?—A. That was all.

Q. Was there at any time an understanding that that company or that you, the representative of that company, was to receive any particular amount of paying to do in this city?—A. No, sir.

Q. Did you make an application for the paving of any particular street, or was it just simply a general application for paving to do?—A. I think it was a general application.

Q. Did you make any specification as to the amount of paving that you desired to get a contract for?—A. I have asked for large ones several times, but never asked for any special amount.

Q. How often have you made application for contracts?—A. I never made any since I received that one, but for that one I made several applications.

Q. Were the applications filed in the board of public works, or were they letters addressed to the members of the board?—A. I think that they were filed with the board of public works. They were generally addressed to the board, or to the governor, as president of the board.

Q. Who drew the money that was paid on this contract?—A. I believe Ballard, or some other company. I do not know who it was.

Q. Did he draw it on power of attorney from you?—A. No, sir; I made a transfer of the contract.

Q. The contract itself was assigned?—A. Yes, sir.

Q. And you had nothing to do with it?—A. Nothing, except some of the business was transacted in my office connected with the contract—most of it was.

Q. Who paid you the money you received from it?—A. I think it was Mr. Ballard, though I am not positive.

Q. Was that paid at the time the transfer was made by you?—A. No, sir; not until some time afterward.

Q. How long after you got this contract did you assign it to this Ballard Paving Company?—A. I think it was shortly afterward—two weeks, perhaps.

Q. This round-block pavement was not laid there?—A. Yes, sir; it was laid. It was a cheaper pavement, and for that reason it was laid. I did not make application for the Phillips pavement. I made application for the Ballard pavement.

Q. How much cheaper is it than the other pavement?—A. I think one was \$1.50 and the other, I think, was \$3 or \$3.50.

Q. Did you make this application in your own name for this contract?—A. Yes, sir; and received it in my own name.

Q. Was there any understanding as to who was to do the work at the time you made the application?—A. The Ballards were to do the work, and I was to oversee it, and negotiate any paper that was necessary to carry the work on, and pay the hands, &c.

Q. Well, was that the understanding?—A. With the Ballard Paving Company.

Q. But as between you and the board of public works, what was the understanding as to who was to do the work?—A. Of course they made the contract with me; they expected me to do the work.

Q. Did you have any understanding with the board that anybody else was to do it?—A. No, sir; not at all. I made the transfer, and of course had to receive permission to do that.

Q. Had you ever been engaged in a contract before that time?—A. No, sir.

By Mr. CHRISTY:

Q. Who constituted the Ballard Paving Company?—A. That I could not tell you; Mr. Brown, Mr. Ballard, and Mr. Marsh, I think, were connected with it. Those are all I know.

Q. What Brown is that?—A. I do not know what his first name is. I think he came from the western part of New York; but he is not actively engaged in the company at all.

JOHN F. SEITZ sworn.

By Mr. WILSON:

I reside at 1008 New York avenue in this city. My occupation is that of a baker. I have lived here all my life-time.

Q. Have you had anything to do with any contracts with the board of public works in regard to the improvement of the streets of this city?—A. I have indirectly. I made an application for a contract. I made an application to Mr. Shepherd, the vice-president of the board.

Q. What kind of a contract did you make an application for?—A. The carriage-way at Tenth street.



Q. Did you get the contract awarded?—A. No, sir; not directly. I thought the contract was awarded to me, but when I came to see it I found it was awarded to Taylor & Filbert.

Q. Did you receive anything on account of it?—A. Yes, sir; \$2,500.

Q. Was there anybody else associated with you in connection with it?—A. Yes, sir. Mr. M. Frank Kelly and Arthur Shepherd.

Q. Anybody else?—A. No, sir.

Q. Now tell the committee all that you know in regard to this transaction.—A. After I had been promised a contract I went to get it, and was assured I should receive it, and made my arrangements with Mr. Jonathan Taylor, or his agent at least, for a certain specified sum.

Q. What was the sum?—A. \$6,000.

Q. Who did you make this application to to get the contract?—A. To the vice-president of the board of public works.

Q. Was that Governor Shepherd?—A. Yes, sir; I made application at the office of the board on Fourth-and-a-half street.

Q. Go on, and tell us all you know about it.—A. I made an arrangement with the agent of Messrs. Taylor & Filbert for the price stated, \$6,000. After the contract was given Mr. Filbert went out that evening—I was to be paid next morning. I went up to Mr. Shepherd's house, and came back next morning and went to get a settlement with him, and he said he could not pay the price he agreed. He said Governor Shepherd told him that he gave too much for it, and he could not afford it.

Governor SHEPHERD. What was that?

The WITNESS. Mr. Filbert told me that he had given too much for it, and could not afford it.

Governor SHEPHERD. For what?

The WITNESS. For the street. I wrote Mr. Shepherd a letter in regard to it. Then, I think, on consultation with Mr. Arthur Shepherd and Mr. Frank Kelly, I thought we had better take what we could get. He offered to give 25 cents a square yard for it. I took it as part pay, as I thought.

Q. What else?—A. Since then Mr. Filbert has paid me \$100 on the balance.

Q. Was the \$2,500 paid you?—A. No, sir; it was paid to M. Frank Kelly. He received a check on the Metropolitan Bank for it.

Q. Who gave that check?—A. Dr. Filbert.

Q. How was that money divided?—A. Equally between the three.

Q. What three?—A. M. Frank Kelly, Arthur Shepherd, and myself.

Q. Were there any writings drawn up in regard to this matter?—A. Yes, sir.

Q. Who drew them?—A. Mr. Beidler; he represents the Philadelphia company; the Keystone Paving Company, I suppose.

Q. Where were those papers drawn?—A. At Mr. W. O. Dayton's house, on Twelfth street.

Q. Who were present when those papers were drawn?—A. Mr. Dayton, Cavanaugh, and Mr. Taylor. Mr. Cavanaugh is in the Treasury Department now, I believe. His first name is Thomas.

Q. Was the street designated that you were to have when this arrangement was first gone into?—A. Yes, sir.

Q. What street was that?—A. Tenth street, between F and N.

Q. Did you ever see Governor Shepherd personally in regard to this matter at any time in regard to the contract?—A. Yes, sir.

Q. Where?—A. At his office on Fourth-and-a-half street.

Q. Did you ever have any conversation with John O. Evans in regard to this matter?—A. Yes, sir.

Q. What was it?—A. I went there with Mr. Arthur Shepherd, and he said that it was a wood pavement and he did not like to interfere with it, but go around and see Mr. Clephane. I think he sent me around to see Mr. Clephane, who represented some company. I did see Mr. Clephane.

Q. How did you get your portion of this money?—A. I got it from the National Metropolitan Bank. Dr. Filbert gave Mr. Kelly the check, and we divided at the bank.

Q. Did Cavanaugh get his portion of it?—A. No, sir. Mr. Cavanaugh sold the contract; that is, he got this purchaser, Mr. Beidler. He thought they were going to have the Keystone paving, I believe, at the time, and afterward they concluded not to let him have it, I think.

Q. Do you know where this agreement is that was drawn up?—A. Mr. J. S. Beidler has them. He lives on Chestnut street, in Philadelphia.

Q. About what time did this occur?—A. Some time in August, 1872, I believe.

Q. Have you had anything to do with any other contracts with the board of public works?—A. No, sir.

Q. Do you know of any other person who has procured contracts from the board that have been sold, or out of which money has been procured, where the parties themselves did not do the work?—A. I cannot say, of my own knowledge.

Q. Was there any arrangement at the time this matter was agreed upon as to who was to do the work in the event this contract was awarded that you received?—A. Mr. Shepherd said if I would bring him a responsible party to do it, I could have a contract.

Q. Have you any papers in your possession that will throw any light upon this or any other matter connected with the affairs of the District government?—A. No, sir; not at present.

Q. Not at present?—A. No, sir.

Q. Have you had any?—A. I think so.

Q. Who has got them now?—A. I do not know at present. I cannot say.

Q. What is your impression as to who has them?—A. That I cannot say.

Q. To whom did you give them?—A. To Mr. Beidler, I think.

Q. Any other papers than those?—A. No, sir.

Q. Have you had any other papers in your possession?—A. No, sir.

Q. Were the papers that you gave to Mr. Beidler simply the contract that you have referred to, or any other papers than that?

The WITNESS. With regard to that contract?

Mr. WILSON. All in regard to this contract?—A. Yes, sir.

Q. Did you give him any other paper than simply this contract?—A. No, sir.

Q. Who did the writing—the drawing up of that contract?—A. I did, I think.

Q. What was that contract about—what was the agreement that was to be?—A. That he was to pay so much money for it—\$6,000, I think, for the street.

Q. Who signed the agreement?—A. Mr. Beidler, as the agent of Taylor & Filbert.

Q. Who signed it on their part?—A. It was simply signed by Beidler—simply his agreement to pay.

Q. Did it state to whom the money was to be paid?—A. To me.

Q. Who witnessed the agreement, if anybody?—A. Mr. Dayton and Mr. Cavanaugh were present at the time it was executed.

Q. Was there any money paid at that particular time?—A. No, sir.

Q. Who was present when the money arrangement was made?—A. Mr. Taylor, Mr. Kelly, Mr. Filbert, and myself.

Q. You say the money was divided. How did the parties get together and divide the money?—A. I went down to Mr. Kelly, to the bank, and drew the money and they paid me, and went down and paid Mr. Shepherd.

Q. Where afterward?—A. Down at the Republican office, I think.

Q. Did you see Mr. Shepherd get the money?—A. No, sir.

Q. How do you know that he got it?—A. Because he has so stated to me.

Q. You didn't yourself know that fact?—A. No, sir.

Q. Mr. Arthur Shepherd?—A. Yes, sir.

By Mr. STEWART:

Q. You three were associated in getting contracts; who were the parties associated with you?—A. I put in the application; we went in together, Mr. Kelly, Mr. Shepherd, and myself.

Q. How did it come about; how did you come to organize for the purpose; where were you and when?—A. At different places; at the Republican office, one place.

Q. Was Mr. Shepherd connected with the Republican office?—A. Yes, sir.

Q. Who wrote the application?—A. I did.

Q. Who was present when it was done?—A. I think Mr. Kelly was present.

Q. You put in an application and spoke to Governor Shepherd about it?—A. Yes, sir.

Q. And he said if you got a responsible party he would let you have a contract?—A. Yes, sir.

Q. He did let you have a contract?—A. When I received the contract it was not in my own name at all; it was in Taylor & Filbert's name.

Q. Who received the contract?—A. I received it from the secretary of the board.

Q. How did you happen to receive it if it was not for you?—A. Governor Shepherd authorized the secretary to give it to me.

Q. In Taylor & Filbert's name?—A. Yes, sir.

Q. Then what did you do?—A. I went down stairs and met Dr. Filbert, and went up to his office and got the money for it.

Q. Right then?—A. That same day.

Q. You had a contract with him previously to that. Did you make this contract with him for \$6,000 before or after you got the contract?—A. Before; not with him, but with his agent, J. S. Beidler.

Q. Then, after you got the contract, you wanted the \$6,000?—A. Yes, sir.

Q. He would not give it?—A. No, sir; Governor Shepherd told me he gave too much for it; he could not afford it.

Q. Who could not afford it?—A. That he could not—Mr. Filbert could not afford to pay that price for it.

Q. And do the work?—A. Yes, sir.

Q. That is what Mr. Filbert told you?—A. Yes, sir.



Q. But he gave you \$2,500 ?—A. He paid 25 cents a square yard ; I think that was the sum.

Q. Who was present when he paid the money over ?—A. Mr. Frank Kelly, Mr. Beidler, and I think this man Slatter.

Q. You took one-third and he took the other two-thirds ?—A. Yes, sir.

Q. And how did you ascertain he gave that other half of his one-third to Arthur Shepherd ?—A. He said so.

Q. Who ?—A. Mr. Kelly and Mr. Shepherd, both.

Q. How long after that did you see Mr. Shepherd ?—A. That night.

Q. He said he had got his part ?—A. Yes, sir.

Q. Where were you when he said it ?—A. Down at the Republican office.

By Mr. MATTINGLY :

Q. When did you see Mr. Clephane—before or after the contract was awarded ?—A. Before.

Q. Why was that pending the application for the contract ; were you trying to sell it out ?—A. Yes, sir.

Q. With that view, you went to Mr. Evans and Mr. Clephane ?—A. Yes, sir. I saw Mr. Evans and Mr. Clephane, but could not negotiate with them.

Q. You then went to Dr. Filbert ?—A. Yes, sir ; and he made the negotiations with his agent ; afterward with himself.

By Mr. CHRISTY :

Q. In what business was Mr. Frank Kelly at that time ?—A. I think he was assistant assessor. He was assistant to George Beal, superintendent of assessments.

Q. He was at least subordinate to Mr. Beal at that time ?—A. Yes, sir. Mr. Beal was superintendent of special assessments.

Governor SHEPHERD. I want to ask a question or two.

By Mr. SHEPHERD :

Q. Did not you importune me daily for a long while, for the paving on Tenth street, on which you live ?—A. Yes, sir.

Q. What was my response to your importunities ?—A. I forget.

Q. Was it to this effect, that I would not award a contract unless it was to some responsible party who could do the work ?—A. Yes, sir ; I have just stated that.

Q. You state that my brother Arthur was connected with you in getting this contract ?—A. Yes, sir.

Q. Did you let me know at the time that he had any connection with it ?—A. No, sir.

Q. You never said anything on that subject to me ?—A. No, sir.

Governor SHEPHERD. I should like, Mr. Chairman, to have my brother and Mr. Kelly summoned before this committee in regard to this matter. It is the first I knew of his having any connection with it.

By the CHAIRMAN :

Q. Why didn't you tell Governor Shepherd that his brother Arthur was interested in it—in the contract with you ?—A. I did not think it was necessary.

Q. Did you think that would help you to get it ?—A. I do not know. My influence was enough to get it without anybody else ; without letting him know it, at least.

Q. You are positively certain you did not tell him so ?—A. No, sir.

By M. BASS:

Q. Did you tell Governor Shepherd you were paying any *bonus* for the contract?—A. I did not pay any *bonus*.

Q. Getting a bonus?—A. No, sir.

By Governor SHEPHERD:

Q. Do you think you would have got the contract if you had told me my brother had any interest in it?—A. I do not think I should, and that is the reason I did not tell you.

By Mr. WILSON:

Q. Do you know anything about Gleason's contracts on Maryland avenue?—A. No, sir: not directly. I know he did get some, and I thought I would be interested with him at one time.

Q. Was there any understanding of that kind?—A. Partly.

Q. With whom did you have that understanding?—A. With Mr. Gleason. I thought I was entitled to something.

By Mr. STEWART:

Q. You say you are a baker: how did you become entitled to "something"?—A. Like anybody else that wanted to make a few dollars.

Q. What had you done particularly to entitle you to a contract?—A. I was situated like a great many others.

Q. A great many others are situated very peculiarly—how is that?—A. I thought if I would make an application I might succeed in getting it, and if I did not I would not lose anything.

Q. You thought you were entitled to a contract?—A. As much so as anybody else.

Q. No more?—A. No, sir.

Q. Did you ever hold any office?—A. I am now holding office—I hold the office of commissioner of flour of the District of Columbia.

Q. Were you holding office at that time?—A. Yes, sir; I was holding the same position.

Q. What does that officer do?—A. He fixes the grade of all flour in the District.

Q. You say you wanted the work done on Tenth street, where you live?—A. I live nearly at the corner of Tenth.

Q. Is that the reason you assigned to Governor Shepherd why you wanted to get a contract—to get the particular work done?—A. My object was to make some money.

Q. I asked what reason you assigned to Governor Shepherd?—A. I was not particular about Tenth street; any other street might have suited me just as well. I should like to have had Massachusetts avenue, if I could have gotten it.

Q. You did not say anything about the improvement of that particular street?—A. No, sir.

Q. You did not suggest to him that any particular street ought to be improved at any time?—A. I made application for Tenth street particularly.

Q. Why?—A. I thought that was one I could get.

Q. Did you say anything to Governor Shepherd about the desirability of having that street improved particularly?—A. No, sir: I think it is the best wood pavement that is laid, however.

By the CHAIRMAN:

Q. How many commissioners of flour are there?—A. One for the city of Washington and two for Georgetown.

By Mr. STEWART:

Q. What do they receive?—A. All that they can make. If an inspector inspects flour and a miller objects to the inspection, he calls the commissioners as arbitrators; they decide; whoever loses has to pay \$5 on each barrel.

Q. How much have you made during the last year?—A. I have made \$30 since I have been holding the office during the three years.

Q. About \$10 a year?—A. Yes, sir; that was only quite recently, too. For the first two years I did not make anything. The position is more of an honor than a profit.

Q. Your profession being a baker, it comes in your way, and it places you high in your profession?—A. I think I am an expert in it.

By Mr. WILSON:

Q. Was there any understanding that you were to do this work when you got this contract?—A. No, sir. I was to have a responsible party, and I went and told Governor Shepherd that Mr. Taylor would do the work, and he then awarded the contract.

Q. What was the object in letting this contract through you? Was the contract let directly to you or to Taylor & Filbert?—A. The contract was let to Taylor & Filbert.

Q. Now, what was the purpose of letting this contract through you to these parties?—A. So the governor had a responsible party, it did not make any difference whom he let it to.

Q. Was not this a means of putting money into your hands?—A. I do not think the governor knew it.

Q. What was your purpose in this? Your purpose was to get money out of him?—A. My purpose was to make some money. I had no means to carry on the contract.

Q. And it was not understood that you were to execute this contract, but that somebody else was to execute it?—A. The governor told me if I brought him some responsible party who would do the work he would give me the contract. Mr. Taylor went to see him about it himself in person.

Q. Was there any expectation at that time that you would profit in this way?—A. I do not think the governor gave it a moment's thought.

Q. Did he suppose that this was all being done just simply on your part, as a mere matter of gratuity to Taylor & Filbert?—A. I have no right to suppose anything about it.

Q. You had your arrangement with them, did you?—A. Yes, sir.

Q. Who sent you to John O. Evans?—A. Arthur Shepherd and I went together.

Q. Who directed you to go and see him?—A. I cannot say.

Q. What is your best impression?—A. It has been so long back.

Q. Who took you to see Clephane?—A. John O. Evans, I believe.

Q. When you went to John O. Evans, was there anything said between you and John O. Evans in regard to what you should be paid, and how you should be paid it?—A. He asked for a few days to consider the matter, and I went to see him afterward, and I did not get any definite answer from him. I thought he was trifling with me.

Q. Was there anything said between you and him as to what amount should be paid?—A. I cannot say.

Q. Was there anything said between you and him as to how you should be paid, whether in money or something else?—A. I do not remember.



Q. What is your best impression?—A. I think I have a diary, and can refresh my memory.

Q. I wish you would bring it up in the morning, and any other papers you may have, so as to enable you to give us all the facts in regard to this transaction.

By Governor SHEPHERD:

Q. Was not the ground of your application for Tenth street based upon the report and knowledge that you were a property-owner there and lived on the street? Was not that the argument used in regard to it—that you had part of the taxes to pay?—A. My parents had, I believe.

Q. Was not that argument used with me by you?—A. I do not remember. It might have been.

Q. You say that this order was made out to Taylor & Filbert. Was not that done at your request? Did you not request that it should be made out to them?—A. I think so.

The committee here adjourned until to-morrow morning at 10 o'clock

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FRIDAY, May 22, 1874.

The committee met pursuant to adjournment.

JAMES A. MAGRUDER recalled.

The WITNESS. If you will look on page 157, expenditures of the treasurer, the first check of July 12 that you called my attention to was \$60,356.20. Looking down, commencing at August 21, John O. Evans, \$20,000, that is the beginning, and if you will add those three checks up, the check of \$60,356.20, \$75,000, and \$30,335, and then the next one of July 15, \$16,903, you will find that running down to Albert Gleason, Rhode Island avenue, between Fourteenth and Sixteenth streets northwest, \$7,253—taking those checks in that regular line you will find they aggregate the exact amount to a cent of these checks.

By Mr. BASS:

Q. The first \$20,000 item is W. H. Adams?—A. The first item is John O. Evans for Twelfth street between B street north and B street south, \$20,000. The next is \$10,000, the next is \$8,000, the next is \$1,000, the next is \$9,000, and the next is \$1,356.20. John O. Evans for Farragut Square, P-street circle, and Scott Square, \$27,000. John O. Evans, work per schedule, \$45,000. John O. Evans, Seventh street between B street north and B street south, \$7,000. Ditto, Fourteenth street between B north and B south, \$7,000. Albert Gleason for Seventh street between E and G streets northwest, \$8,325; ditto, F street between Sixth and Ninth northwest, \$11,712. John O. Evans for Fourteenth street between B north and B south, \$15,000. Albert Gleason for Tenth street between F and Water streets southwest, \$1,623; Twelfth street between B north and B south, \$2,000; C street between Thirteenth and Fourteenth southwest, \$1,325; Rhode Island avenue between Fourteenth and Sixteenth streets northwest, \$7,253.

By Mr. WILSON:

Q. What does that foot up?—A. That foots up the amount of these checks.

Q. Give me the amount, if you please.—A. The amount is \$182,594.20.

By Mr. BASS:

Q. Let me understand you; that is those three checks?—A. Four checks.

Q. Those four checks marked?—A. Yes, sir.

Q. The entry is made in your book here under the date of August 21, 1873?—A. Yes, sir.

Q. The checks were drawn July 12 and July 15, 1873?—A. Yes, sir.

Q. When was the money actually paid out?—A. At that time.

Q. What time?—A. July 12.

Q. Why is it that you failed to enter those amounts until August 21?—A. For the reason I told you the other day, that very often I laid these things away until I got time to separate them, and sometimes, when my clerk was away, I had to wait until he came back. He was away sick. Very often I was away myself. They were locked up in my safe. That is the only reason.

Q. You were not away when you paid the money out?—A. No; of course not.

Q. That you paid out at your office?—A. Yes, sir; very frequently I drew checks late in the evening—at night.

Q. When were the entries made on those stubs which you say you made out at a different time—the numbers of the certificates?—A. That I cannot recollect. It is possible that when I sent those checks for the different certificates, payable to the order of the cashier of the First National Bank, they were entered when the certificates were returned.

Q. How did you know that the National Bank held those certificates?—A. They wrote to me.

Q. Have you the letter?—A. I do not know whether I have or not.

Q. Do you recollect, as a matter of fact, that George F. Baker wrote you saying that he had certain certificates, and thereupon you sent him a check?—A. Yes, sir.

Q. And you had no voucher when you paid the money out except his letter of assertion that he had the certificates?—A. The check was payable to his order as cashier.

Q. Very well; what difference does that make? Let me see if I understand you. Do you mean to say that as the treasurer of the board you were accustomed to send checks out in that way upon the faith of a letter, and trust to subsequent events to produce you the vouchers?—A. No; I knew another fact. I knew he held those certificates because we had asked him to advance money on them.

Q. Have you those certificates here?—A. No, sir; but I know the fact.

Q. Have you looked to find the certificates?—A. I sent up a young man to get the number of those certificates and what they were.

Q. Have you the memorandum as to those particular certificates and the amount?—A. No; I can go and bring them to you if you want them.

Q. I understood you to say you were going to bring the vouchers?—A. If you want them I will go right down and get them now.

Q. I have no particular request to make about them. Then you did not bring any of those vouchers?—A. No, sir; I did not bring any of those up.

Q. How do we know from that book that those items which you have pointed out are the particular items specified on these check stubs?—A. They correspond to a cent.

Q. That is the only evidence that you have?—A. No, sir; I told the young man to go to the numbers of those certificates and see who they

were issued to<sup>8</sup> and what. He just came right down and says, "here they are."

Q. What I want to know is, what evidence we have here that these items which you have pointed out on this book are the items represented?—A. Well, I swear they were the items represented by those certificates.

Q. That you swore the other day?—A. No, sir; I did not the other day, because I did not find them the other day.

Q. But we want some inherent evidence of that fact.—A. I can bring you the certificates showing they were issued for this work as it is here.

Q. We supposed you were to do that to-day.—A. You can have them in a few minutes.

By Mr. BASS:

Q. These items on the book do not in any way indicate that they represent the items of money paid to George F. Baker?—A. No, sir.

Q. They only run to George F. Baker, cashier?—A. Yes, sir, exactly, for certificates so and so.

Q. Very well, there is no number of a certificate in this book?—A. Yes, there is. No, there is none.

Q. George F. Baker's name does not appear in this book?—A. No, sir.

Q. But John O. Evans's name does?—A. Yes, sir.

Q. But John O. Evans's name does not appear on the stub book?—A. No, sir.

Q. What evidence have we except your assertion that they are the same items of cash?—A. I tell you I will bring you the certificates if you want them.

By Mr. HAMILTON:

Q. The certificates do not show anything more; they will not show the name of the cashier, Baker, upon them?—A. No, sir.

By Mr. BASS:

Q. How are you able to swear that these items are the same items represented by these checks, except from the mere fact that the aggregate of these sums aggregate the amount of these checks?—A. For the simple reason that the numbers are there.

Q. The what?—A. The numbers of the certificates are in that check-book; those vouchers, or, rather, those auditor's certificates, are numbered just corresponding with those numbers.

Q. Have you compared them since you were here?—A. Yes, sir; I asked the clerk to get me—

Q. Have you compared them, since you were here, yourself?—A. No, sir; I have not compared them, since I was here, myself.

Q. Which of these items corresponds to the first check of \$60,356.20?—A. I have here \$20,000, \$10,000, \$8,000, \$1,000, \$9,000, \$1,356.20, \$7,000, and \$7,000.

Q. How many items does that make?—A. Eight.

Q. Those eight items foot up the amount of that check?—A. Yes, sir; \$63,356.20.

Q. Yes; but the check is \$60,356.20. I wish you would take that and see if you can make the amount of that check, which bears a different date from any other in the list which I gave you.—A. Which one?

Q. This first check. There ought to be some items there that will aggregate the same amount.—A. They will. I will give them to you in a moment. I have it here—\$45,000, \$1,356.20, \$7,000, and \$7,000.



Q. Have you any evidence, except the mere fact that these four items happen to foot up the amount of the check, that they are represented by that check?—A. Yes.

Q. What other evidence in the world?—A. The evidence that I gave this list of these certificates. Said I, "You find out who those are sent to." I told that to the clerk—to go up to the auditor's office. He took it right from that check-book—the numbers of those certificates. "Find out whom those are to," I said. He came back with a memorandum, just as they are here; then I checked them off on this book. Then I took the next check; I checked them off.

Q. Well, let us get through with that first. Why was it, if you checked them off, that you were unable to identify that check even now, except by the mere fact that you find certain items that aggregate the amount of the check, and therefore you assume it?—A. No, I do not assume it, because he brought me those very ones, and I checked them off on this very book, and then I got the next and checked it off, and I found them all here right together—charged right here together.

Q. Will you explain another thing? These items on the book run, first, one of \$1,356.20, to Albert Gleason, for filling the canal; one of \$45,000, purports to be a sum of money paid John O. Evans, according to work per schedule; another of \$7,000 purports to be for work done by John O. Evans upon Seventh street, and the other, for \$7,000, for work done by John O. Evans upon Fourteenth street. Now, the name of John O. Evans does not appear on your check-book.—A. No, sir.

Q. Neither does Albert Gleason's name appear.—No, sir; because they did not hold the certificates.

Q. And there is the same explanation, I suppose, in regard to George F. Baker, in the next items?—A. Yes, sir; and I can give you those, if you want them.

Q. We will not take the time to go through all those. Now, take the next item which was referred to—\$50,000—being the check dated February 7, 1873; where is that on this check-book?—A. That I did not look for, because I would have to go all through Filbert's accounts to find out what those were paid on.

By Mr. HAMILTON :

Q. Are the numbers given there?—A. No, sir; they are not given on that.

By Mr. BASS :

Q. It purports to be a check dated February 7, 1873, for \$50,000, payable to the order of Filbert; can you tell on this account that you have rendered to the board of public works where that item of \$50,000 is entered?—A. No, I cannot; it is entered here probably in a dozen certificates, or half a dozen, or four or five.

Q. I ask you if you can tell where it is entered; give me one certificate that represents it; the check was drawn February 7, 1873, for \$50,000?—A. Those were bonds, I think; I noticed some of these checks were payable in bonds; it is possible that was.

Q. How can we tell?—A. There is one.

Q. I call your attention specifically to the check of February 7, 1873, for \$50,000; can you give us any history or account of that check, who got the money, where it went to, or where it is entered in your book account?—A. Filbert has got it, and it is entered on my account somewhere. I certainly would not pay out that money without entering it somewhere. I have got something for it. In other words, it is here. I

got some indebtedness of the board. It may have been a dozen certificates.

Q. Of course I can guess as well as you, but, as I understand, you cannot tell by the way this account is made up where it is, or what items represent that \$50,000.—A. Well, I think I could figure it out in time.

Q. About how long would it take?—A. Well, that I cannot tell; not very long, down at the office.

Q. Then there is another item of February 15, 1873, of \$65,000. Will you look at that?—A. That is Freedman's Savings Bank.

Q. Can you direct us to the items, and put your finger upon them, in this account which you rendered of your expenditures, indicating which items represent that sum of \$65,000 or any part of it?—A. I think very likely that is one item of \$11,000. It is the Abbott Paving Company. I know they dealt with them. It is dated February 17. They dealt up at the Freedman's Bank. I do not know positively.

Q. There is an item dated February 17.—A. Entered February 17.

Q. The Abbott Paving Company for G street, between New Jersey avenue and Seventh street, northwest, \$11,252. What evidence have you that that is a part of the \$65,000?—A. I have not any at all.

Q. What makes you say that you think it is?—A. Simply because they kept their account up there, and left their certificates and got money on them.

Q. And that is all?—A. That is all. I only know this, that for all these checks I received—

Q. That is exactly what you said the other day, and at your request I understood that you desired to take this memorandum to your office and bring back here to the committee the vouchers.—A. I did with those things that are numbered.

Q. Where? You have not produced a voucher here; you say yourself you have not looked at the vouchers since you were here.—A. I will send right down and get them if you want to see them.

Mr. BASS. The committee would like those vouchers.

By Mr. WILSON:

Q. I would like to know what the meaning is of this item: John O. Evans, for work, per schedule, \$45,000?—A. The engineer sent in a different lot of work; different streets. The auditor makes up the amount on each of these streets, and then issues his certificate per schedule.

Q. I find another item here that I will call your attention to. On the 18th of March, 1873, there was a check issued to John O. Evans for \$42,000. See if you can find anything corresponding with that.—A. I find on March 19, John O. Evans, for flagging, \$5,336.65; John O. Evans, for Bridge street, Georgetown, &c.

Q. Your explanation as to that would be the same as the other?—A. Yes, sir; of different certificates. They are here; I think right along. There are a lot of certificates charged to him on the 19th.

Q. You received about the 13th of January, 1873, that appropriation of \$1,240,000, did you not?—A. Yes, sir.

Q. How long was it before you had paid that all out?—A. That I cannot tell you—not very long.

Q. About how long?—A. Probably a couple of weeks. I do not know, however. I cannot speak positively about that.

Q. Did you go to these banks and have a settlement with them immediately of all the certificates that they held and paid it out of that appropriation?—A. No, not all of them. I paid them a good deal.

Q. How much did you lack of paying the whole of it?—A. That I cannot tell you; I cannot remember back that far.

Q. I have here a check-book, and every check in it seems to have been drawn on the 17th of March, excepting three, which were drawn on the 18th of March.—A. I told you about this before; I told you that I did go to the bank and pay them a large amount of money when I received that money.

Q. What bank was that?—A. This was the National Metropolitan Bank.

Q. What other bank did you go to?—A. I went to the First National.

Q. How much did you pay there?—A. I do not recollect how much. I paid them a good deal.

Q. Did you not commence paying there the very day that you drew this money, giving your checks to that bank?—A. No; I think not. I might possibly, but I do not think it was the very day.

Q. You got the money on the 13th, did you not, or was it on the 12th? Your account will show the date you have charged yourself with it.—A. The Governor's Answer will show what day the money was got; at least it will show what day it went through the Treasury.

Mr. WILSON. It seems to have been on the 11th.

The WITNESS. Well, then, it was the 11th or 12th, probably, that I got it.

Q. You commenced paying on the 13th? Do you recollect what amount you paid at that bank?—A. I do not.

By Mr. BASS:

Q. Can you give any idea of how much you paid?—A. I cannot.

Q. Did you pay any at the Freedman's Bank at the same time?—A. I think I did.

Q. Do you recollect how much?—A. I do not. I want to say this right here, Mr. Bass, that there is an itemized account which makes every man a detective; this report has gone out broadcast where everybody could see it that wanted to; I have given out a large number of copies, and I do not think I have ever had an application while we had them, from anybody who wanted one of these reports, that I did not give it to them. Every item is put down here and who it was paid to, or, rather, what it was paid on, and the amount; and if it is not paid, any man could have come forward and said so.

By Mr. WILSON:

Q. Now, Mr. Magruder, do you pretend to say that that book makes every man a detective, and enables every man to understand whether this account is kept correctly or not?—A. I pretend to say this, Judge Wilson, that if there is a charge in that book against a man, he knows whether it is paid or not.

Q. Can this committee tell? Is there any mode by which this committee can verify that account, excepting by going through your vouchers, item by item?—A. No, sir; and no committee nor anybody can verify anybody's account without going through their vouchers.

Q. Do you not know that you posted up upon your door a notice that no clerk, on pain of dismissal, should be allowed to give information without an order from the vice president of the board?—A. No, sir; it was not on my door, and never was on my door, but it was a very proper thing to do, sir; very.

Q. Well, who did?—A. Just let me talk. I want to say this, that where imputations are thrown upon us, we have a right to defend ourselves.



Q. Defend yourselves by concealing your record or by exhibiting it?—A. Not by concealing anything; but if every man was allowed to go into that office that chose to go there, there would be no work done; and every Department in this city to-day has the same order; the clerks are not to be allowed to show papers, &c., to people without the authority of the heads of the bureaus. The same order exists in all the Departments of the city, and it is a very proper order to give; and Mr. Cluss himself went to Mr. Willard, I have ascertained since I was on the stand before, to ask Mr. Willard to give such an order. He said that orders were given to do certain work; the first he heard of them was on the street; before the clerks had time to brief the papers and send them into the office, the contractors came to him and wanted him to go to work; and that he went down and asked Mr. Willard to give that order. I have ascertained that since I was here before, Mr. Cluss told me that himself. Mr. Wilson called my attention, and asked me if I did not know that such things had been done.

By Mr. WILSON:

Q. I ask you now if you do not know that it was done?—A. I do know it now; I did not know it at the time; but it was a very proper order.

Q. You stated under your oath, a moment ago, that this book made every man a detective, and enabled every man to determine.—A. So it does.

Q. And you say that he cannot do it except by looking through your vouchers?—A. Of course, if any man came there—

Q. Is not that true?—A. I have had very often—

Q. Hold on a minute; I want the answer to my question. Is not that true, that he could not do it except by looking at your vouchers?—A. Certainly he could not.

Q. And yet, if you would not allow him to look at your vouchers, how could he be a detective?—A. I would allow him if he came to my office and asked me to see them.

By Mr. BASS:

Q. You swear that you paid \$50,000 on July 15 to L. S. Filbert?—A. I do.

Q. If Mr. L. S. Filbert was sufficient of a detective to seek to ascertain by the report of the board of public works where you had entered up that \$50,000, how would he go to work to find it?—A. He would come right to me and ask me, and I would show him the certificates.

Q. That would be a poor place. Suppose he looked at your report, how would he find it?—A. Would he not know that I had paid him?

Q. Certainly; but the point is, where he would find it entered in your published account that you were so careful to circulate.—A. He would find it in here, if he would go through that account.

Q. Where?—A. In this account.

Q. Whereabout, I ask you. If Filbert could find it, you certainly can. Will you have the kindness to put your finger upon a single one of the items constituting that \$50,000?—A. I cannot do it here.

Q. Then would you find fault if Filbert could not do it?—A. No; but if he would come to the office he could do it.

Q. Well, then, Filbert would not be a very good detective?—A. Yes, he would. The point is simply this, that there has been no attempt to conceal anything, especially from the committee. Judge Wilson's imputation is that we were attempting to conceal matters. Now, we do not want to conceal anything, especially from the committee.

By Mr. WILSON :

Q. You say I make an imputation against you. I make no imputation against you. You came here at the outset of this investigation saying you wanted to be thoroughly investigated.—A. So we do.

Q. And completely vindicated ?—A. So we do, fairly.

Q. And we are trying to do it. If you do not give us light it is not our fault.—A. I do not know the fairness of the thing.

Mr. WILSON. Well, I know something about it.

By Mr. BASS :

Q. If you bring those vouchers they will probably throw light on the way the account is made up.—A. I will give you those vouchers that you are speaking of. You shall have them. You said the other day that all you wanted was for me to point out in this book. I pointed it out, and you shall have the vouchers. I will go and bring those vouchers now. I want to see if I can find a corresponding amount of certificates paid to Filbert. He has been dealing with a lot of people, and under several contractors. For instance, he has had this man Gregg. It may have been Gregg's certificates paid to Filbert.

Q. One other thing before you leave the stand. There was a question the other day with regard to a certificate of Mr. Oertly for \$148,000, which seems to have been referred to the auditor by you, as I infer by this continual accumulation. That is the one to which Mr. Cluss testified. It seems to have passed through your hands, and never was audited by the chief engineer.—A. I have done this in several instances when I have been there alone. People would come in, after the thing had been in a while, and want their measurement. I never ordered the auditor to issue a certificate without sending it into the engineer's department for one of the engineers. I have sent for Mr. Barney, and asked him, "Mr. Barney, do you know anything about this? Is it safe? I want you to take this up, and look over your books, and come down and tell me is it safe to give that much money as a partial measurement, or as a partial payment, on this work." If he said no, I would refuse to do it; if he said yes, I would do it.

Q. The point I want is this: There was some little question the other day in assuming that this was either right or wrong as to which member of the board of public works was responsible for the audit of that particular account, and it appears by these papers that it was audited upon your own request, and that if any member of the board was responsible it was yourself.—A. Do you make that 60? I am responsible for that; that is a partial payment.

By Mr. WILSON :

Q. Then your explanation of this would be that this application having been made to you, you called upon Mr. Oertly ?—A. No, sir; I called upon somebody; I don't know who.

Q. See if that letter will enable you to say who you called on? [Referring to a document.]—A. That was sent down to me from the engineer's office. I do not know who I called upon. I called upon whoever the engineer was, or sent a note up.

Q. Who furnished you the information upon which this thing was done ?—A. I acted upon that, I suppose, [indicating a paper.]

Q. Who did it ?—A. I do not know.

Q. Have you not the signature before your face ?—A. O, Oertly did this, September 1, 1873.

Q. Please read that indorsement of yours to the reporter.—A. I would like to put the whole thing in evidence. It is as follows :

WASHINGTON, August 26, 1873.

HON. BOARD OF PUBLIC WORKS,

*District of Columbia :*

GENTLEMEN: I would respectfully request that a measurement be made of the following work, now being done by me under your orders, viz :

Grading in square No. 212.

E street south, from Tenth to Thirteenth streets west.

C street south, from Thirteenth to Fifteenth streets west.

Fourteenth street west, from B street north to B street south.

Twelfth street west, from B street north to B street south.

Tenth street west, from F street south to Water street.

Filling on Maryland avenue west, from Thirteenth to Fourteenth streets.

Grading Maryland avenue west, from Thirteenth to Fourteenth streets.

Rhode Island avenue, between Fourteenth and Sixteenth streets west.

I street south, between Seventh and Ninth streets west.

H street south, between Seventh and Ninth streets west.

B street north, between Twelfth and Seventeenth streets west.

I would also request that an estimate be made to cover expenses of work on Seventh street west, between E and G streets north, and F street north, between Fifth and Ninth streets west.

Very respectfully, your obedient servant,

ALBERT GLEASON.

Total amount of work done by Albert Gleason, esq., on following streets, viz :

Twelfth street, southwest, from B to B, viz: taking up cobble and old material, setting curb, and sewer .....	\$4,264 06
E street, southwest, from Tenth to Thirteenth, grading and hauling to canal ..	17,765 25
S street, southwest, from Seventh to Ninth, grading and hauling to canal ..	15,184 58
Square 212; grading and hauling to canal .....	19,600 00
C street, southwest, from Thirteenth to Fifteenth, grading and hauling to canal .....	5,127 42
Maryland avenue, from Thirteenth to Fourteenth, filling .....	1,074 15
Maryland avenue, from Seventh to Eleventh, grading and hauling to canal ..	3,582 60
Tenth street, southwest, from H to F street, grading .....	1,623 60
Fourteenth street west, from B to B .....	4,843 93
H street, southwest, from Seventh to Ninth, grading and hauling to canal ..	5,841 29
Massachusetts avenue, digging trenches for retaining-wall, between Fourteenth and Fifteenth .....	98 00
B street north, from Twelfth to Fifteenth, sewers and grading .....	4,850 40
F street north, from Sixth to Ninth, and Seventh west, from E to G .....	56,121 61
Rhode Island avenue .....	7,253 22
Total .....	148,230 11

Most respectfully,

B. OERTLY,  
*District Engineer.*

SEPTEMBER 1, 1873.

SEPTEMBER 3, 1873.

Respectfully referred to the auditor.  
By order of the board.

CHARLES S. JOHNSON,  
*Assistant Secretary.*

WASHINGTON, September 2, 1873.

HON. BOARD OF PUBLIC WORKS,

*District of Columbia :*

GENTLEMEN: I would respectfully request that you will direct certificates to the amount of sixty thousand dollars (\$60,000) to be issued to me on account of last estimate and measurement of work done by me, as follows:

Grading in square No. 212.

E street south, from Tenth to Thirteenth street west.

C street south, from Thirteenth to Fifteenth street west.

Fourteenth street west, from B street north to B street south.

Twelfth street west, from B street north to B street south.



Tenth street west, from F street south to Water street.  
 Filling on Maryland avenue west, from Thirteenth to Fourteenth street.  
 Grading Maryland avenue, from Seventh street to Long Bridge.  
 Rhode Island avenue, from Fourteenth to Sixteenth street west.  
 I street south, between Seventh and Ninth street west.  
 H street south, between Seventh and Tenth street west.  
 Work on Seventh street west, between E and G streets north, and on F street north, between Fifth and Ninth streets west.

Very respectfully, your obedient servant,

ALBERT GLEASON.

SEPTEMBER 4, 1873.

Mr. Johnson will refer this to the auditor to issue the certificates, if the measurements are sufficient to cover the award asked for.

JAMES A. MAGRUDER,  
*For Board of Public Works.*

2799, 2800, 2801, AND 2802.

BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA,  
*Washington, September 4, 1873.*

Respectfully referred to the auditor, who will please issue the certificates if the measurements are sufficient to cover the amount asked for.

By order of the board:

CHAS. S. JOHNSON,  
*Assistant Secretary.*

O. K.—Audited for \$60,000.

Filling canal.....	\$25,000
F street, Sixth to Ninth west.....	20,000
Seventh street west, E to G north.....	15,000

Received certificates Nos. 2799, 2800, 2801, and 2802, dated September 4, 1873, for \$60,000.

ALBERT GLEASON.

P. H. RHINEHART sworn and examined.

By Mr. WILSON:

Question. Where do you reside?—Answer. I live in this city.

Q. How long have you lived here?—A. Since the 22d day of March, 1861.

Q. What has been your business since you have been here?—A. I have been employed the greater part of my time since I have been here as a clerk in the Departments.

Q. Have you had any other business since you have been here than as clerk?—A. Yes, sir. I have been practicing law here in this city. I have been employed one year as clerk of the house of delegates in this District.

Q. It was stated here in the testimony that you had some connection with a contract for paving, &c., on Third street. If you had, state what it was, and who was interested with you, and all you know about it.—A. There was a contract for paving Third street awarded to me and a gentleman by the name of E. F. M. Faehtz.

Q. What was Faehtz's business?—A. He was at that time a clerk in the Treasury Department. I do not know what he is doing now. The contract was awarded to him and me, but before we got very far ahead in the work I sort of was unfortunate enough to be left out. It was taken from me and left in the hands of my partner. We were the owners and patentees of a wooden pavement—Mr. Faehtz and I.

Q. Were there any other persons interested with you in that contract

at any time; and, if so, who were they?—A. In the proceeds of it there was.

Q. Who were they?—A. Mr. Forney was interested with Mr. Faeltz and I in the proceeds, and we agreed to pay over to him one-half of the proceeds of that contract, and he was to pay the one-third of that half to Mr. Brown.

Q. What Mr. Brown?—A. S. P. Brown.

Q. What was he? What was his position?—A. He was at the time a member of the board of public works.

Q. What else?—A. He was to pay the other third of that half to a gentleman by the name of R. M. Hall.

Q. Who was he?—A. He was a real-estate agent here, and is now.

Q. What else was there involved in that contract, if anything?—A. There was nothing more, except the trouble that I got into, and I was left out.

Q. Was there any arrangement as to furnishing material with which to lay this pavement?—A. Yes, sir. The conditions were that the lumber was to be purchased from Mr. Brown, or rather his son, Austin P. Brown. When I was called upon to enter into a written contract for the purchase of the lumber, I was informed that I was to pay \$35 per thousand feet for lumber that could be bought on the streets from individuals at the time for about \$25. I did not want to sign the contract. My friends complained to me very much, and insisted on my going into it—being that it was the condition—and I signed the contract.

Q. Which Forney was this?—A. D. C. Forney, of the Sunday Chronicle.

Q. You say that contract you were left out of, or it was taken away from you. What became of the contract ultimately, and what was gotten on it by the parties?—A. It was sold by Mr. Faeltz, who was left as the contractor after I had been thrown out. True, I was interested in it still, as partner in the patent. It was sold to Mr. Linville.

Q. Do you know whom Mr. Linville represented?—A. I know now. I did not at that time. I only know from what has been revealed here before this committee.

Q. What was it sold for?—A. I do not know what it was sold for.

Q. What did you understand it was sold for at that time?—A. I understood that there were to be \$11,000 paid for it—that is my recollection now—for taking the contract off our hands—off Mr. Faeltz's hands. He was to pay Mr. Faeltz \$11,000.

Q. What was done with the money that was paid; how was it paid?—A. Well, sir, there was left at my house, in the possession of my wife, a note of Mr. Linville's for \$1,000, and \$250 in money. Mr. Forney settled out of his half with S. P. Brown, and paid Mr. R. M. Hall \$500.

Q. How was this done?—A. It was done by notes. The money that went to the other parties was in notes, and they were drawn up in different amounts, so as to be able to transfer them to the parties. They were paid in the bank.

Q. What bank?—A. My recollection is that some of them were in Lewis Johnson & Co.'s bank and some at the Bank of the Republic.

By the CHAIRMAN:

Q. Who signed those notes?—A. Mr. Linville.

By Mr. WILSON:

Q. There has already been testimony in regard to the character of that pavement, and objections to it. Do you know what became of the material that had been provided for the laying of that pavement at that

place?—A. The blocks that were sawed were afterward used by Mr. Linville in paving Third street, at the intersection of Massachusetts avenue and H and L streets. They are laying there.

Q. Was there objection made to the pavement that you and Mr. Faetz were putting down?—A. I was informed that there had been objections made by some persons, as I have been informed, along the line of that street. My understanding, however, was that, when Mr. Linville purchased the contract, that pavement was to be laid; that he was to lay that pavement; the change was made afterward. I being out of the contract, was paying very little attention to it, excepting that I felt some interest at that time in the reputation and character of the pavement, as I happened to be the patentee of it. I inquired of one of the owners of property along that street, whom I was informed had protested against the laying of that pavement after about three-fourths of a square had been laid. It was Mr. F. H. Smith, who afterward addressed me this letter.

By the CHAIRMAN:

Q. Who was F. H. Smith?—A. F. H. Smith was at that time the chief clerk of the council—the upper board of the legislature.

Q. The legislature of the District?—A. Yes, sir.

The CHAIRMAN. I think, perhaps, that that letter need not be read at present. We can find Mr. Smith if we want him.

By Mr. WILSON:

Q. Did you ever make any calculation as to the cost of putting down that pavement which you were to lay there?—A. Yes, sir.

Q. What would it cost to put it down?—A. I can put that pavement down for \$1.94 per yard, actual cost.

Q. According to the specifications?—A. Yes, sir.

By Mr. MATTINGLY:

Q. Have you ever had any experience in laying down wooden pavements?—A. I have not, except what experience I had in that contract down there.

Q. That is all the experience you have had?—A. That is all.

Q. Do you mean to be understood that you made a computation of the cost of laying pavements?—A. I did.

Q. And that, according to your computation, it could be laid for \$1.94?—A. Yes, sir; I will take all the work they can give me, and if they give me 50 cents a square yard profit I will get to be a rich man, if they will give me all the work I can do; that is, with that pavement.

Q. Very true; if they give you 50 cents a square yard profit, and you were to do enough work, you could, undoubtedly.—A. I say, at 50 cents a square yard over \$1.94, I will undertake it, and I will give bonds for it.

Q. How many feet of lumber are there in a square yard?—A. At this moment I cannot tell you. I have papers at home upon which I made the calculation, not only once but a dozen times. I can tell you that there are 48 cents a square yard less wood (48 per cent.) in that pavement than there are in the Stow or the Ballard, and probably one or two others.

Q. How much would your wood cost you a thousand?—A. Well, that wood there cost me \$35 a thousand.

Q. How much could you buy it for at that time?—A. I could have bought it on the street for \$25, and you could have gone and bought it



and sold it to me, or anybody else that I could have picked up on the street—anybody would have sold me lumber at \$25 at that time.

Q. Can you bring any lumber-dealer or anybody familiar with the price of lumber, who will state to this committee that lumber could have been bought at that time for \$25 a thousand?—A. Well, I don't know that I can. I can bring you persons that will give you the price of lumber at that time, for I had spoken to a man, I think his name is D. W. Smith—the great lumber-merchant from Williamsport—with whom I had correspondence, and whom I saw here in this city.

Q. There are plenty of men in this city who have bought lumber, are there not?—A. I know that, sir; I can find you plenty of them.

Q. You can find plenty of them who will come here and state that they could purchase lumber at \$25 a thousand at that time?—A. I have not gone out and inquired about that, but I know that it could be done at that time.

Q. Do you know of anybody here who knows anything about lumber who will say so?—A. I do not know; I suppose there are a dozen, if I would go out and bring them in.

By the CHAIRMAN:

Q. State the time, sir.—A. This was in the fall of 1871. This is one of the earlier contracts that was awarded by the board.

By Mr. MATTINGLY:

Q. Did the \$35 include the cutting of the blocks, and delivering them on the street?—A. Yes, sir.

Q. Could you have got that done for \$25?—A. No, sir; I could not; but I know exactly the cost it would have been to me in cutting the blocks.

Q. Do you know what the labor would cost you for laying, say a thousand yards of pavement?—A. You can get lots of labor.

Q. But you come here and state that you have made a calculation and estimate of this pavement that it will cost you \$1.94 to lay; now I want to see whether you are competent to make any such calculation or not.—A. Well, Mr. Mattingly, if you will wait until to-morrow I will bring you the papers, and show you all the items. It has been since 1871 since I have figured on that, and I will bring you an itemized account, and then you can go over that and cross-examine me.

Q. Had you laid any pavement at the time you figured on it?—A. I was figuring at the time—both before and at the time.

Q. You say you made these figures in 1871?—A. Yes, sir.

Q. Had you laid a square yard of wood pavement at that time in 1871, when you made these figures?—A. Yes, sir; I laid three-fourths of a square; I did not finish it.

Q. Where?—A. On Third from D up to three-fourths of the way of that square toward E.

Q. You did not finish it?—A. I did not.

Q. Then you did not know at that time what it would cost you?—A. The fact is, I was not at it but a short time until I was thrown out.

Q. You got out of this contract, did you not; did you not assign your interest to Mr. Forney?—A. No, sir; I will give you an answer to that.

Q. No, I do not care about that.—A. I was induced to make an assignment to Mr. Forney as trustee in the whole of that interest in the pavement for the benefit of my wife.

Q. You made an assignment to Mr. Forney as trustee for the benefit of your wife?—A. Yes, sir.

Q. Then you did assign to Mr. Forney in that way?—A. That is, my part of it.

Q. You have stated that Mr. S. P. Brown was to receive some portion of the profits or the proceeds of this work?—A. Yes, sir.

Q. How do you know that—A. That was the statement and the condition upon which I went into this with Mr. Forney, giving him one-half of the profits, because he had to pay one-third of that half to Mr. Brown.

Q. When was Mr. Forney's statement made to you? Did he say Mr. S. P. Brown or A. P. Brown?—A. S. P. Brown.

Q. Did S. P. Brown ever tell you that he had any interest in this thing?—A. I never spoke to S. P. Brown in my life to my recollection, excepting once, I believe, when he stopped me at the post-office, and informed me that I would receive a letter from the post-office, and that I should keep cool, and not get excited; that Mr. Mullett had written a letter. It was a private letter, he said, although it went there in the name of the board.

Q. It was not very complimentary to you.—A. Do you want to see it? I have it here.

Q. No; I do not care anything about it, if you got excited over it.

The CHAIRMAN. I will look at it, if you please, while you are cross-examining the witness, Mr. Mattingly.

By Mr. MATTINGLY:

Q. Why did you not state a little while ago that Mr. Forney had stated to you that Mr. Brown was to receive a portion of this contract?—A. I did not suppose that it was necessary for me to state it then. You asked me the direct question and I answered it.

Q. You are a lawyer, are you not?—A. Yes, sir.

Q. Did you not know as a lawyer that it was not evidence?—A. Well, I state here that I am like yourself; I know a great many things that probably under the rules would not be received as testimony. I was asked for it.

Q. Do you not think it would have been doing more justice to Mr. Brown in stating that it was hearsay evidence?

Mr. MATTINGLY. There is not any doubt about this thing. The more you ask me—I do not want to say all I know. I am not here because I am seeking it. I am not seeking to be here.

By the CHAIRMAN:

Q. You say you are not stating all you know?—A. Well, I don't want to state all, because there are so many circumstances, just as Mr. Mattingly now is cross-examining me, that would—they would bar it out, and you would not hear it—two or three things that I am satisfied are so. Now, for instance, I know and I am satisfied Mr. Forney told me that that was the condition upon which I was to get the contract; that he had to pay Mr. Brown; he told me that he had paid him.

The CHAIRMAN. We would like to know as much of what you know as we can, sir.

By Mr. MATTINGLY:

Q. Did you say that you understood you were to get \$11,000 from Linville?—A. That is my recollection at that time.

Q. You read Mr. Faehitz's testimony on this subject, did you not?—A. I did, but I do not recollect what figures he mentions there; that is, at the present time I do not recollect the figures.

Q. You did not get \$11,000, did you?—A. That I do not know. I

only know what I got ; I recollect now, this, that from Mr. Faeltz's testimony I think there was more money than I got my fair proportion of.

Q. You were to have a proportion of whatever was paid, were you not?—A. I was to have one-fourth. Mr. Faeltz and myself were to have half.

Q. Did you not feel sufficiently interested to ascertain how much, in point of fact, was paid?—A. Well, I felt somewhat swindled. There are bills running. They came to my house in my absence and said that there were some incidental expenses connected with that contract which they had paid off before they divided the money, and left in my hands some bills which I am dunned for every day now.

Q. And you let the thing go?—A. Well, I would like to know what I could have done.

By Mr. MATTINGLY :

Q. That pavement in point of fact was not laid on Third street, was it?—A. No, sir ; excepting what is laid there now—those blocks that were sawed ; they were taken up in the square below, and are laid at the intersection. They are lying at the intersection of Massachusetts avenue and Third street.

Mr. MATTINGLY. I would like to have this letter go in evidence. It substantiates some entries on the journal of the board.

[The witness read it, as follows:]

BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA,  
*Washington, October 6, 1871.*

SIR: The board have obtained reliable information that you have offered money to obtain an extension of your contract for paving, or for an additional contract, and are further informed that you have stated that it cost you a large sum of money to obtain your present contract, which statements, if true, are sufficient reasons to warrant the board in canceling your contract, which they will do, unless you can give a satisfactory explanation of these statements, and particularly those regarding the expenditure of money to obtain your present contract. Meantime the board have to notify you to take no action in regard to your contract, and to submit such explanations as you have to offer.

Very respectfully, &c.,

CHAS. S. JOHNSON,  
*Assistant Secretary.*

Mr. P. D. RHINEHARDT, of Messrs. RHINEHARDT & FAELTZ,  
*Contractors, Washington, D. C.*

By the CHAIRMAN :

Q. Did you make any explanation?—A. I did. I have a copy of the letter, copied from one which is now on file before the board, which I sent them.

Q. Read that letter, if you please.—A. I will state, before I read this, that, on consultation with my friends, I sat down and wrote a letter which they insisted I must not send. I regarded it as an honorable, manly letter. I spoke of the charges preferred, as I thought at the time they deserved, inasmuch as there was not a scintilla of a foundation for such charges at the time ; but they overruled me, and thought that it would endanger me before the board, and would be the means of taking away the contract from me. I then said that I would not write a letter at all. I do not remember at this moment whether this letter was written by Mr. Forney or Mr. Faeltz. They persuaded me to sign it, and this is the letter which went in as my explanation :

WASHINGTON, *October 9, 1871.*

To the BOARD OF PUBLIC WORKS  
*Of the District of Columbia :*

GENTLEMEN: Your communication of the 6th instant is before me, and in answer I have to say that I have not offered money to obtain an extension of our contract.



&c., nor have I stated "that it cost us large sums of money to obtain our present contract."

These charges, I am informed by Colonel Magruder, are based on a conversation which I had with Dr. Schmidt, of the Treasury Department, and as I have conversed upon this subject with no person other than those with whom I am associated in this contract, I will state that in said conversation I said that if Dr. Schmidt was able to overcome Mr. Mullett's objection to giving us at present an additional contract, we could afford, and would be willing, to pay him a consideration if he should succeed in removing Mr. Mullett's objection. Dr. Schmidt answered he would be willing to see Mr. Mullett and use his influence with him to the desired effect, as he was convinced of the *bona-fide* merits of our patent.

In an ensuing conversation with the doctor, I mentioned that he need have no hesitation to accept our proposition, as nothing dishonorable to either him or Mr. Mullett was implied in it; that to secure another contract was of vital importance to us, on account of expenses incident to a first contract which need not be incurred in a second.

By this I meant nothing dishonorable or disrespectful to any member of your board, and if any other meaning was or is imputed to my words, I simply declare that I was misunderstood or am misrepresented.

This is all I have to offer in explanation of my conversation with the doctor upon which the charges are based, and am willing to have my explanation corroborated or contradicted by Dr. Schmidt.

Very respectfully,

P. H. REINHARD.

The above is substantially correct, and I am quite willing to give any additional information that may be desired on this subject.

CHAS. F. SCHMIDT.

By the CHAIRMAN:

Q. The indorsement being an explanation, was sent with the letter?—

A. Yes, sir. I told my friends that while that letter was all true and right, it was not the character of a letter I wanted to send. I had a plain letter—talking plainly, and telling Mr. Mullett in plain round terms that I feared he himself was not clear in his skirts, or else he would not think of making such charges upon a mere little conversation I had with Dr. Schmidt, asking him to intercede with him to give us an additional contract. My reasons were these: that letter does not state the facts.

The CHAIRMAN. I do not think you had better go into all these explanations. We want the facts, and I think we ought to have them, however, if you have any.

The WITNESS. On the street on which this pavement was to be laid there were very heavy excavations being made at the time—large sewers on both sides of the street. I objected to laying those blocks on newly-made ground. I would rather have waited until spring, and until that ground settled, because, if it gave way, persons would give a bad name to the pavement, and not stop to think that it was the foundation, and I wanted to turn this material that we had contracted for on to another street, and then do that in the spring; that was the object for asking for the additional contract.

By Mr. WILSON:

Q. Who did the grading on that street?—A. I think it was Mr. Gleason; I am not sure. Mr. Murphy was, I think, doing it at first, but he stopped.

Q. Did you do any grading?—A. It was included, certainly. We never had any contract written. We never had signed any contract with the board as long as I had anything to do with that contract.

By the CHAIRMAN:

Q. I understand you that this contract was afterward given in the name of Mr. Faehitz alone?—A. Yes, sir; that is the last I hear of it—that letter and my answer. I was no more connected with it.

Q. Do you know why it was that your name was left out of that contract?—A. No; excepting on account of this controversy that arose between Mr. Mullett and I.

Q. Had you or had you not mentioned the fact that this contract cost you money?—A. I had not. I never mentioned that to any person. I told Dr. Schmidt simply this fact—

Q. No, no. Had you mentioned to any one that Mr. Forney and Mr. S. P. Brown and other people were interested with you in that contract?—A. I do not think I did at that time. I am pretty positive I did not. I have spoken of that matter since.

Q. Who made the application for this contract?—A. I did.

Q. To whom; was it in writing?—A. Yes, sir; I think I had it; but this is an application that I made for an additional contract. I wrote an application and signed it together with Mr. Faehtz, recommended at the bottom by Mr. Forney, and filed it before the board some time the last of August or the first of September, 1871. I left the city and went away. I was away about a month, and in my absence this contract was awarded.

Q. Were you in the Treasury Department at this time?—A. No, sir; I was clerk to the house of delegates.

Q. Did you speak to any member of the board in reference to this contract personally?—A. I really do not think I ever spoke to any of them. I do not recollect that I did.

Q. You did not go personally and say to any gentleman of the board, "I have a written application for a contract, and I would be glad to have you give it to me?"—A. If I did I certainly have no recollection of it now.

Q. Did you know whether or not Mr. Faehtz did make such personal application?—A. He may have done so.

Q. You do not know whether he did or not?—A. I left a day or two after I had prepared an application, and what they did in my absence I did not know until I received a dispatch to come home.

Q. Do you know whether Mr. Forney made any such representation to the board—to any member of the board personally?—A. Mr. Forney told me that he and Mr. Hall had been to see Mr. Shepherd about it.

Q. That is Governor Shepherd now, who was then vice-president of the board?—A. Yes, sir.

Q. I wish you would explain why it was that Mr. S. P. Brown was to be interested in this contract.—A. Well, why it was I cannot tell further than Mr. Forney—that was a matter between Mr. Forney and him to divide the one-half.

Q. Yes, but you knew it at the time?—A. I did.

Q. They told you so?—A. Mr. Forney told me so at the time. He told me when I objected to giving so much—giving one-half of the proceeds. He said he must have that to pay Mr. Brown—that he relied on Mr. Brown to put this thing through.

Q. What was Mr. Brown to do which would entitle him to an interest in this contract?—A. Well, while it might not have been mentioned in plain English words, the understanding was that of course he was to see that this contract was to be awarded. At least, that Mr. Forney relied on him.

Q. Well, did you not rely upon him?—A. I did, on the representations of Mr. Forney.

Q. Then you were to pay Mr. Brown one-third of one-half in order that he, Mr. Brown, might put this contract through the board of pub-

lie works for you; that was the understanding?—A. Well, at least, take whatever part he might take in getting it awarded.

Q. That was your understanding?—A. That was my understanding.

Q. That was the object of operating with Mr. Brown?—A. There is no doubt about that. I could not understand anything else.

Q. What position did you then hold?—A. I held the position of chief clerk of the house of delegates.

Q. What is that?—A. The lower branch of the legislative assembly of the District of Columbia.

Q. At that time?—A. Yes, sir.

Q. Now, you are perfectly certain that you mentioned to no one at that time, or within a reasonable time afterward, that Mr. S. P. Brown had an interest in that contract?—A. I stated that I was connected with the contract and recognized but for a very short time; and as soon as that trouble came on, and I got into a quarrel, and I was out of the contract, I think I might have stated that fact to somebody; but who they were I could not remember the name. I was driven to a little desperation at the time. I do not know what I might not have done if I had met Mr. Mullett at the time.

Q. You stated to some folks about the facts?—A. Well, some men around town. I have evidently stated those things, but not until afterward.

Q. They were your personal friends that you stated them to, probably?—A. No; in our discussions of the merits of the board, here in town, in talking about my grievances on that contract.

Q. Do you mean to say that you made public statements of it?—A. Well, it certainly was not concealed when I was talking about it in that way.

Q. When was that?—A. Well, that must have been—it was after I was out of the contract, and the pavement thrown off of the street and another one substituted, after Mr. Linville got the contract.

Q. It was after you had your note and money in your pocket-book, was it not?—A. I do not know but what I may have stated that fact to some folks before that. I do not know that I did so then so openly and publicly as I did afterward.

Q. You were quiet about it until you got your share of the proceeds of the sale; were you or were you not?—A. At least I did not make public exhibition of that fact; but after that I did speak more openly.

By Mr. CHRISTY :

Q. Do I understand you to say that a portion of that pavement laid by Mr. Faehtz still remains?—A. There is an intersection of Massachusetts avenue and Third street.

Q. A small portion of it?—A. Yes, sir; and then again at the intersection of L and Third streets, I think.

Q. How does it endure with reference to the pavement subsequently laid by Mr. Linville; how does it compare for durability?—A. I have no interest in that pavement or in any other—not a cent. Of course that patent is of my own creation; I conceived it, and I do think that it is as good a pavement as is laid in this town. I have not been there to see it or notice it for close on to a year, I think. I have been met within the last six months by a number of persons who have called my attention to it, and I said I did not want to hear anything more about it, because I had had enough of wood pavements; but they tell me that it is as good a pavement as any one in the city.

Q. The price he was to receive was \$3 a square yard?—A. Yes, sir.



Q. The price Linville in fact received was \$3.50 per square yard?—A. So it appears, but I did not know that at the time.

By Mr. MATTINGLY:

Q. Mr. Linville treated the wood, did he not?—A. He laid different kinds of pavement. I do not know what kind of wood.

Q. Your wood was not treated, was it?—A. No, sir; I think that is the reason that it endures as well as it does.

By Mr. BASS:

Q. How long did Mr. Brown continue in this board of public works after these disclosures were made public by you?—A. Now, those disclosures were not terribly public, either; I merely spoke of it.

Q. Do you know he went out and another man took his place?—A. I recollect, although I cannot now bring my mind to the time; but it was some time; it was not immediately afterward.

Q. At the next session of Congress; was it the next winter?—A. Yes, sir, probably it was; I do not remember the time.

Q. Mr. Brown was removed, or his place was supplied by Mr. Willard?—A. Yes, sir; I understood that Mr. Brown had resigned and Mr. Willard was appointed.

GEORGE FOLLANSBEE sworn and examined.

By the CHAIRMAN:

Q. Have you had any contracts under the District government or the board of public works?—A. I have.

Q. What contracts have you had?—A. I had First street contract; I had Second street contract; I had E street, F street, Missouri avenue sewer, and a portion of Slash Run sewer, and a portion of the Eighth-street sewer.

Q. Had you paying contracts on these various streets?—A. I did.

Q. Had you a partner?—A. Yes, sir.

Q. Who was it?—A. He was not known to the board; all the contracts were in my name. His name was Horace G. Jacobs.

Q. Was he the only partner you had?—A. Mr. Ingersoll, of New York, was connected with me in that wood-pavement contract. I laid his patent wood pavement.

Q. Anybody else?—A. I took the Eighth-street sewer; it was awarded to a man by the name of Reynolds. He had not the means to carry it on, and I went in with him on it, and afterward took the whole of it off his hands. Mr. Jacobs has been connected with all the work I have done under the board, except the one I have named on G street on the Island. Mr. E. C. Gedney is connected with that contract. Mr. Jacobs had nothing to do with it.

Q. Was anybody else interested with you in these contracts in any way?—A. No, sir.

Q. No other person had any interest in the profits or avails or proceeds?—A. Not through me; there may be through some of these other parties.

By Mr. WILSON:

Q. Who is Mr. Jacobs?—A. He is a clerk in Mr. Mullett's office in the Treasury.

Q. How long has he been a clerk there?—A. He was there previous to going in with me.

Q. What interest did he have in your contracts?—A. He was a full partner.

Q. Did he assist in furnishing the money?—A. The firm raised all the money; George Follansbee & Co. raised all the money that was used.

Q. The contracts were all in your name?—A. All in my name exclusively.

Q. Did you make an application for the contracts?—A. We bid on work. All the work was bid on. I was personally acquainted with the governor, and I think I got them through his kindness.

Q. You got the contracts through the governor. How did it happen that Mr. Jacobs was not known in your contract?—A. Well, they were awarded to me personally, and that was a private arrangement between he and I; it was known publicly on the street.

Q. What was your occupation before you commenced taking these contracts?—A. I am a carpenter by trade, and carried on the carpenter business here for a number of years previous to this. I was, under Mr. Emery, commissioner of improvements for the Fourth ward.

Q. Who is Mr. James Reynolds?—A. He was a watchman in the Treasury. I was in the Treasury myself as a watchman at one time, and he came to me and appealed to me to furnish him money to go on with this contract. I told him I did not wish it.

Q. What contract was it that James Reynolds had?—A. The Eighth-street sewer. It was a part of this Boundary street or Tiber Creek branch, I believe it is.

Q. What was the extent of that contract?—A. I think it came in the neighborhood of \$40,000.

Q. You say he is a watchman in the Treasury?—A. Yes, sir.

Q. How long had he been a watchman there?—A. Well, I really do not know, sir. I went as watchman the night of the riots in Baltimore, at the breaking out of the rebellion. I went on duty the 20th of April of that year; he came in there afterward.

Q. Has he been a watchman there ever since?—A. I believe so, sir.

Q. How long was it that he had this contract before you took it off his hands?—A. Do you mean entire?

Q. Yes.—A. I could not tell you, sir.

Q. How did you first go in partnership with him?—A. I went in partnership with him to furnish him means to pay his men, and he did not conduct the work to satisfy me; the understanding was that it was not to consume my time.

Q. Did you have an arrangement with him before he got the contract awarded to him?—A. He said that he had the promise of the contract, and, if he got it, would I furnish the means. I told him that I would.

Q. Did he do any considerable amount of the work on that contract?—A. Well, he was in with me, I think, a considerable time.

Q. What did you pay Mr. Reynolds for his interest in the contract, and in what way did you pay it?—A. I think I gave him a thousand dollars of auditor's certificates.

Q. Is that all that he got out of it?—A. I think it was.

Q. Did you construct this sewer?—A. I did, every foot that my contract called for.

Q. Do you know whether Mr. Jacobs had a partner with him, a silent partner?—A. He is here in the city; he can answer that.

Q. What do you know about that?—A. That I cannot say, sir.

Q. Have you any information on that subject?—A. He says not to me.

Q. You do not know anything about that yourself?—A. No, sir.

Q. And these are all the partners that you have had?—A. That is all that I remember of.

Q. Do you know whether Mr. McKnight had any interest in this contract in any way?—A. Not through me.

Q. Did he have through anybody else?—A. He may have through Mr. Jacobs. I cannot answer for him.

Q. You do not know whether he had through Mr. Jacobs or not?—A. He had none, according to Mr. Jacobs's statement to me. Mr. Jacobs is here; you can reach him, if you wish it.

Q. Is Mr. Reynolds a man of property or means, that you know of?—A. I do not think he is. He may own one or two small houses.

Q. Have you ever known him as a contractor prior to his getting this contract?—A. He had a contract for a small street—grading, I think, between O and P—somewhere out there, and New Jersey avenue and Fourth street, I think.

Q. Did he do the work on it or did he get somebody else to do it?—A. As near as I can say, he did it himself.

By Mr. HAMILTON :

Q. Did I understand you to say that it was known to the board of public works that Mr. Jacobs had an interest in the contract?—A. I do not know that it was known to them, sir; but I never concealed it on the street in talking to any one.

By Governor SHEPHERD :

Q. Do I understand you to say that it was known to any member of the board of public works that Mr. Jacobs had any interest with you in this matter?—A. No, sir.

Q. Did you not always represent to me that it was your own work?—A. Yes, sir.

Q. That the contracts were awarded to you personally?—A. Yes, sir.

Q. On the basis of your being a good mechanic and business-man?—A. I always so considered it.

Q. Now, in regard to Mr. Reynolds, if my memory serves me right, he is a one-legged soldier?—A. Yes, sir.

Q. A good, hard-working fellow, who has, by dint of industry, got together a little money?—A. I think so.

Q. Did he not perform one contract for the board, grading a street?—A. That is my testimony just now.

Q. And he commenced this sewer in good faith, did he not?—A. Yes, sir.

Q. And worked on it for a long while?—A. Yes, sir.

Q. And was washed out on one or two occasions?—A. I was in with him then; yes, sir, we had rather a rough time there; the bottom of it is very bad excavating.

Q. It is quicksand, is it not?—A. Yes, sir; and fuller's-earth.

Q. He was not able to go on, and you bought him out and completed it?—A. Yes, sir.

By Mr. CHRISTY :

Q. Have you dealt in certificates to any considerable extent?—A. During the winter, when I had nothing else to do, I had some bonds on hand, and I was in the brokerage business in company with William H.



Slater, formerly collector of the District. I have been out of it now two months the 10th of this month. I have dealt in them considerably.

Q. What use did you make of the certificates when purchased?—A. Some that I thought proper, I kept; others, I sold.

Q. Did you in any instance make arrangements with parties to pay their taxes through certificates, and did you so do?—A. Yes, sir; Mr. Stutz had a large amount. I had some certificates indorsed, payable in sewer-bonds; the bonds run out before I could get my certificates on them, and I used them there as collateral. We deposited the certificates and they hold them, but do not receipt the bills, and when they get those sewer-bonds to redeem those certificates they will receipt the bills and keep the bonds. I have never had a receipted bill for any of the certificates—for nothing but bonds. Mr. Stutz made the arrangement with Colonel Magruder himself and Mr. Beall.

Q. That is, citizens applying to you to have their taxes paid under the arrangement that you made?—A. That was the arrangement that Mr. Stutz and Colonel Magruder made not to have them paid. As I told you, they were to be held and no scrip issued against it.

Q. There was no effort made to collect the taxes from so many of the persons as this arrangement was made for, as I understand you?—A. No, sir.

Q. They received absolutely a receipt for their taxes?—A. No, sir; they never have got it yet. The bills are there yet in Mr. Beall's custody.

Q. To what extent did they receive a discount upon the tax-bills under this arrangement?—A. Which, with Mr. Stutz?

Q. Through the arrangement that you have made?—A. My discount with him?

Q. Yes, sir.—A. I think it was 65 cents he allowed me for the certificates.

Q. Then, what had the certificates cost you, and what was your profit?—A. I got them dollar for dollar for work done and performed.

Q. Did you use any certificates excepting those that had been issued to you yourself?—A. No, sir. Hold on! I may be mistaken. I think 200 of these certificates were not my own. I think they were paid to me by a party who owed me; I would not be positive about that.

Q. Then it cost the citizen who made this arrangement with you 65 cents upon the dollar of his indebtedness as taxes to the government?—A. It did.

Q. In other words, you paid 35 per cent. of his taxes?—A. Yes, sir.

JOHN CARUSI sworn and examined.

By Mr. WILSON:

Question. Where do you reside?—Answer. In this city.

Q. How long have you resided here?—A. I was born in this city.

Q. Are you a contractor?—A. I have done contracting.

Q. Did you have a contract under the board of public works?—A. Not directly, sir; I did not get it from them.

Q. From whom did you get it? What contract, in the first place, was it that you had?—A. I had a contract for laying sod and cross-walks on Massachusetts avenue.

Q. The whole length of the avenue?—A. From New Jersey avenue to Seventh street.

Q. You say you did not get the contract from the board?—A. No, sir.

Q. From whom did you get it ?—A. I got the contract that was let to the Thirteenth District Association. I subbed it from the president. He subbed it to me.

Q. Who was the president of that association ?—A. George H. Boston.

By Mr. MATTINGLY :

Q. What association is that ?—A. The Thirteenth District Working-men's Association.

By Mr. WILSON :

Q. What did you pay for that contract ?—A. I allowed him ten cents a yard on the sod, and 5 per cent. on the net profits on the brick-work.

Q. Was the contract made directly to you or was it assigned to you by that association ?—A. It was made between myself and the president of the association.

Q. Did you enter into a written contract with the board ?—A. No, sir.

Q. Did he have a written contract with the board ?—A. I suppose he did, sir; I never saw it.

Q. Did you have any other contract ?—A. I had a small one on C street, from First street to New Jersey avenue.

Q. Did you get that contract from the board ?—A. Yes, sir.

Q. What kind of an association is this ?—A. Indeed, I have not the slightest idea.

By Governor SHEPHERD :

Q. What is it called ?—A. I have said that it was called the Working-men's Association.

Q. Did they not do a part of it themselves ?—A. I believe they did, sir.

Q. And you did the other for them ?—A. Yes, sir.

The CHAIRMAN, (to Governor Shepherd.) Was this contract, do you remember, let to the association ?

Governor SHEPHERD. I think it was let to the association. They wanted it by day's work, and we told them we would not do that, but would give them a contract. They were colored laborers—very good men. They took the contract and did the work. I did not know that they had sublet it.

ARTHUR SHEPHERD recalled.

By the CHAIRMAN :

Question. We had some evidence here yesterday that you had some interest in a contract with Mr. Seitz ; will you explain to the committee what you know about that ?—A. If the committee will hear me, I will state the circumstances regarding it. Mr. Seitz had been for a long time a great friend of mine, both politically and socially, and in my first campaign at my advent into politics in the District here, he and Mr. Kelly had assisted me very materially. Mr. Kelly was the chairman of my executive committee, and had charge of all the arrangements of the campaign, and it was in a very closely-contested district. After we had got through, I told the gentlemen that I had no way to repay them, except, if it ever lay in my power, I would do them a favor if I could, these two men particularly. Mr. Seitz afterward came to me and told me that he thought he could get a contract from the board of public works for paving. I asked him under what circumstances. He said he

would go into partnership with some parties ; that he had money ; that his father had money, and he thought he could carry on the contract. I told him to go ahead and do it if he could. The next phase of the matter that I heard of was, that he had put in his application to the board, and that the vice-president of the board, my brother, had told him if he could get responsible parties to go with him he would assist him, and probably give him a contract. I asked him what he was going to do. He told me that he had been in correspondence or consultation with a number of different parties, and asked my advice on the subject. I gave it to him as best I could, and he then asked me if I was acquainted with Mr. John O. Evans. I told him I was. He asked me if I would go with him and see if he would not allow him to go in with him, or allow him to come in as a partner with him on some street. I told him I would. I introduced him to Mr. Evans, and told him I understood Mr. Seitz expected to get a contract, and asked him under what circumstances he would go in with him. Mr. Evans said he had just as much work as he could do, and that he could not make any arrangement with him. Seitz then went off. The next time I heard from him was that he had made some arrangement with Mr. Taylor, of Philadelphia. That is all I knew of it until he told me that he had got a contract, and had made his arrangements. I had no connection with it at all myself, except as a friend of his and Mr. Kelly's. I was willing to serve them in any way.

Q. You received no part of the profits, then ?—A. I did not, sir ; most assuredly.

Q. In no sense ?—A. In no sense.

Q. Neither directly nor indirectly ?—A. Neither directly nor indirectly, to my knowledge. Gentlemen, my name has been mentioned in connection with this matter of Massachusetts avenue. I would like to explain that to the committee while I am here, and also a matter in regard to this Thirteenth District Laboring Men's Association, which has just been spoken of. My connection with Mr. Connolly was of this character : I had known him for a very long time, as I have a great many of these men connected with the public works, having been a local newspaper-man here for twelve years. Mr. Connolly came to me and told me that there was an injustice to be done him upon the measurements of Massachusetts avenue. He told me that two or three of the engineers of the board had measured it, and finally that Mr. Forsyth had received a letter from the engineer's department signed, I believe, by Mr. Cluss, in which it was stated that the engineer of the board of public works had no data upon which the measurement of Massachusetts avenue could be based, and asked Mr. Forsyth, with his knowledge of the facts in regard to the matter and all grades here in former days, if he would measure it. Mr. Forsyth went and measured it, and his measurement was about what Mr. Connolly, the contractor, had thought was proper and right. This is the information that I received from Mr. Connolly. He then said that Mr. Cluss had refused to allow him the amount that had been measured by Mr. Forsyth, and that the board of public works had, as it were, indorsed Mr. Cluss, but had agreed to let it to arbitration ; that Mr. Thompson, a gentleman connected with the Treasury Department, a sworn measurer in Mullett's office, had been selected as the arbitrator for the board of public works, and he asked me if I would act as an arbitrator for him. He came to my office ; I told him I would rather not do it. He said that he thought I would be the best one. Knowing him as well as I did, and knowing something of the circumstances of the case, I finally consented to serve. I went up and met Mr. Thompson. We exam-



ined some witnesses, and then went out to the work and looked over it. Mr. Thompson, after examining the work, left me, having agreed with me that the measurement of Mr. Forsyth was about correct, and asked me that he be allowed to write the report of the arbitration to the board of public works, saying that there were some points that he wanted to name in it. While he agreed as to the measurement, still, there were some points that he desired to make in it, and he would rather write it. I told him I would sign his report.

Two days after that I saw Mr. Thompson, and he told me that he had sent in a letter to the board of public works, declining to serve, saying that he was afraid that his position in the Treasury Department would be compromised, as he would have to render a verdict against the engineer of the board of public works, and he was afraid that it might affect him with Mr. Mullett. I told him that was all right. Next morning my brother, who had just come in as governor, sent for me, and said he understood I had acted as arbitrator for Connolly. I told him I had, as a friend. He asked me then, as a personal favor to himself, if I would stop all proceedings in regard to the arbitration; but he did not care for me to be mixed up in it. I told him I would, and would state the reason of drawing out to Connolly, which I did. Three or four days after that Connolly came to me and said that this matter had been referred by the board of public works to a commission, appointed by them, to assess damages for property damaged by improvements, consisting of three practical men, two of them architects and builders and the third one a lawyer. He said that Mr. Cluss proposed to go before that commission, and he was afraid that his interests would be injured; and asked me if I would go there. I told him I would go and look on. I did go there. The *animus* of Mr. Cluss was so plainly shown toward Mr. Forsyth and Mr. Connolly that I did put in a word or two, and elicited such answers from them as I think convinced the commission of the manner in which they had attempted to work matters. All the evidence taken before that commission is in writing, and can be obtained: I believe you have it here. That is my connection with it. I acted altogether as a friend of Mr. Connolly, whom I have known all my life.

In regard to this Thirteenth District Laboring Men's Association, I would state that I have represented that district in the legislature for three years. We have as fine a body of working-men—intelligent colored laboring men—as there is in this District of Columbia. They had formed an association of some two years' growth, and finally came to the conclusion that they would like to have a contract themselves, if they could obtain one. They asked that I, as the representative of the district, should attend one or two of their meetings. I did so, and found that they were thoroughly organized; that they were all intelligent men. They made the proposal to me that I would draw up a letter and present their claims to the board. I did so. The vice-president of the board, my brother, I had a conversation with, and he told me that it would not do, that there would be no responsible head, and it would hardly do to make a direct contract with them: but he consented to allow the contractor for paving Massachusetts avenue to sublet to them the grading, the brick pavement, and the sewerage. The arrangements were made, and Mr. Robinson, a merchant on Pennsylvania avenue, Mr. Kelly, and myself were appointed trustees of the institution. The work was obtained from Dr. Filbert upon a written contract between him and the association. George H. Boston, president, standing as the head of the associa-

tion, and they did the work. They made some money on it. They received from Dr. Filbert the amount of their wages as they went along; and at the expiration of the contract, when the work was measured and finished up and payments made, they divided among the association. I think it consisted of about forty-eight men. They divided some \$480, the overplus of the little contract they had.

By the CHAIRMAN :

Q. Do you mean \$480 apiece or in all?—A. No, sir; in all, over and above their actual wages and the cost of their horses and carts and everything. They made that much money; about \$10 apiece.

By Mr. WILSON :

Q. I will say that your name has not been mentioned in connection with that. I never heard it.—A. The matter came up, but you gentlemen did not seem to understand it, when Mr. Carusi spoke about it.

Q. This matter that Mr. Carusi was talking about seems to be a contract direct with Boston?—A. The work pleased the superintendent of the board, and pleased the board so well, and they saw that they got along so well, that they gave them this contract for parking the lower portion of Massachusetts avenue. A portion of the work was done between Ninth and Twelfth streets. They had given them this work, and I believe that it has been about as well done.

By the CHAIRMAN.

Q. Between Seventh street, northeast, and New Jersey avenue?—A. Yes, sir.

Q. That is the work that you are speaking of?—A. No, sir; this is the work that Mr. Carusi did for the Workingmen's Association; but it was almost the same work, because the men of the association worked for Carusi. He paid them, and then the overplus has been divided.

By Mr. WILSON.

Q. Do we understand you that there was no contract directly with the association?—A. No, sir; that is, Boston stands as the president of the society.

Q. The contract is directly with Boston?—A. Yes, sir. I do not know how that was, but I know that Boston made the contract for the association, and has reported to the association for every dollar that was made.

By the CHAIRMAN :

Q. The avails were divided?—A. Yes, sir; every cent. He took his *pro rata* just as the other members did.

M. F. KELLEY, having been duly sworn, testified as follows:

By the CHAIRMAN :

Question. State your business.—Answer. Assistant assessor of the board of public works.

Q. Do you know Mr. Seitz?—A. Yes, sir.

Q. We have had some testimony in relation to your connection with a contract sold, I believe, by Mr. Seitz to Taylor & Filbert. State to the committee your connection with that contract.—A. I think it was some two years ago, during the first campaign, when Mr. Shepherd was engaged in politics in this town, that I was deputized by him and the republican club of the thirteenth district to take charge of the campaign and run it in his interest. Immediately after the close of the campaign Mr. Seitz was talking about some compensation for

the labor that he had performed, and suggested the propriety of securing a contract. I told him so far as I was individually concerned, it would be impossible for me to go into any contract, being an officer of the board of public works, and it would not be altogether proper for my name to be connected in any position whatever, so far as contracts were concerned. He said that if I would use my influence to a certain extent possibly there might be something coming to me out of it. I told him I did not know of any one that I could use my influence with, because I felt a certain delicacy in approaching Mr. Shepherd, the vice-president of the board, the present governor, to ask him to do anything for me; possibly he might think I was doing so for the work that I had performed for his brother. Seitz at last came to the conclusion that he could secure a contract any way, and for several months made it a rule to daily come to my office and inform me how he was progressing in the work. He at last suggested the idea, not having the funds himself to carry on the work, that the contract might be sold. I told him that I did not know but what that was a very good plan; that not having the means himself to carry it on, he might get some responsible party to do it for him. He informed me then that there was a man by the name of Jonathan Taylor, of New York, who was a capitalist and was desirous of doing work in this city, and asked me to go to the Metropolitan Hotel with him to have an interview with him. I proceeded there, much against my own inclination, feeling that I was not doing what was altogether proper at that time, and had an interview with Mr. Taylor. Mr. Taylor asked me how many square yards there were in the street. Being a resident for four or five years, I mentioned possibly 10, 15, or 20,000. I do not remember. I took the width and length of the street. He suggested that if there were 30,000 square yards in the street he would give the sum of \$1,500. I told him I was not aware how many square yards there were in the street, but if he would go to the engineer's office of the board he might get an estimate. I went back to my office then, and I think it was two or three days after that Mr. Seitz came to see me again. He said he had been to see Mr. Taylor, and Mr. Taylor had rather denigrated against the amount to be paid. I asked him upon what ground, and he said that there was not the necessary amount of square yards in the street to pay that amount of money. "Well," says I, "this is no business of mine. I am merely acting in a friendly way for you." "O well," says he, "your services will be paid for in any respect that you elect." "Well," says I, "I don't care anything about the pay; but then, if you insist upon this thing, of course, as I have gone so far, I will go all the way through."

The next I knew of it was that one morning he came into my office and showed me a letter addressed to Jonathan Taylor, informing Jonathan Taylor that he had received a contract for paying the carriage-way on Tenth street, from F to N street. I asked him where he received that letter. Previous to this, he was telling me all the time that he was to receive a contract himself; that he had made application. I asked him where he had received this letter of Jonathan Taylor, and he informed me that he had received it from the secretary of the board. I asked him how it was that the secretary of the board delivered this letter to him, it not being addressed to him. He said he did not know exactly how that came about; but he had got the letter. "Well," says I, "this is the street you have been speaking of to me about all along; what will I do now?" Says he, "I propose that we go and see Mr. Taylor." Says I, "Where is he?" He said he was at the Metropolitan Hotel. I went up there



I could not find Mr. Taylor. He next informed me that he understood that Dr. Filbert was a partner of Mr. Taylor, and asked me to go and see him. I asked him where he resided. He said on 15th street, right above New York avenue. I went there to have a conversation with Mr. Filbert in the presence of Mr. Seitz, and asked him what was necessary to be done in this matter. He said that he had come to the conclusion to give only 20 cents a square yard. Says I, "How many yards, according to the measurement of the engineer, are there in that street?" I think it was about 1,000, or something; I do not remember exactly; 10,000 probably; but the amount of money that was paid for the street was \$2,054. Mr. Beidler, who represented himself as the agent of this firm, claimed that, having been here for several months awaiting the pleasure of Mr. Seitz, that he was entitled to some compensation for his labor. I told him, "This is no concern of mine at all; whatever Mr. Seitz says in the matter I am willing to do. I am merely acting as an agent, or, in other words, as a friend for him. Mr. Filbert then asked if it was no more than right that he should draw a check for \$5,400 for Beidler. Says I, "You will have to ask Mr. Seitz about that." Mr. Seitz consented, and he drew a check for \$2,000 and handed it to me. Seitz says, "I would rather have this check drawn in Kelley's name, because he has been representing me all the way through." Says I, "I wish it to be understood that I have no part or parcel in this contract at all; but Mr. Seitz says he will compensate me for my labors." I went down to the Metropolitan Bank and had the check cashed. The bills were quite large, so that he could not get his one-third of it, and I went over to the United States Treasury and got the bills changed, and so gave him his one-third of the \$2,000, and kept the other two-thirds myself. He rather murmured about it. I said, "You said I should be compensated. I have done all the work in regard to this contract that could be done, and I am certainly going to claim a fair compensation. This is all easy money earned for you, but it has been hard money for me." I took two-thirds of the \$2,000. Beyond that, I know nothing further about the thing.

By the CHAIRMAN:

Q. What did you do with the two-thirds of the \$2,000?—A. I kept it.

Q. You did not pay any portion of it to Mr. Arthur Shepherd, or anybody else?—A. No, sir; I did not think I was entitled to pay any portion to him, because I considered that he was under obligation to me for services performed, and I intended to keep all that I could get.

Q. So that you paid no portion of that to any one, then?—A. No, sir.

Q. Did you tell Mr. Seitz that you had paid it to Arthur Shepherd?—

A. Well, I may have done that in a joking manner, sir. I do not remember it.

Q. My recollection is that Mr. Seitz testified that you told him so.—

A. Well, if I told him so, I have no knowledge of it.

Mr. CHRISTY. He so testified.

By the CHAIRMAN:

Q. Did you, or did you not, tell Mr. Seitz that you paid one-half of that two-thirds to Mr. Arthur Shepherd?—A. I have no knowledge of it. As I said before, if I did say so it must have been in a joking manner; but I have no knowledge of it whatever.

Q. Was Arthur Shepherd's name mentioned in any way in connection with this contract?—A. No, sir; only so far as my receiving the two-thirds. He wanted to know if I was going to give Arthur Shepherd one-third, and I asked him what for. "Why," says he, "he has done

a good deal in this matter." "Well," says I, "I have done, and you have done a great deal more than he has or ever can do for us." Says I, "I had the charge of the whole campaign of the District, and was handling his money and doing everything to elect him."

Q. Was there any understanding between you and Mr. Seitz that Mr. Arthur Shepherd was to have an interest in this contract or the proceeds?—A. No, sir.

Q. There was no such understanding?—A. No, sir. In fact, I had nothing to say about it any further than as he represented things to me.

Q. Have you ever had any conversation at any time with Mr. Arthur Shepherd in relation to these sums of money?—A. No, sir.

By Mr. WILSON:

Q. How did you and Mr. Seitz happen to talk about Arthur Shepherd, then, in connection with the division of this money?—A. I took the two-thirds of the money and he demurred.

Q. How did it happen that he asked you if you were going to give half of that to Arthur Shepherd?—A. From taking two thirds of it, he supposed that Mr. Shepherd was interested to the same extent that I was.

Q. Why did he suppose that?—A. From what he had said previously to me, that Arthur Shepherd had done a great deal for him. What his intention was certainly, I cannot say.

Mr. MATTINGLY. Mr. Seitz does not say that Mr. Kelley told him that he paid Shepherd; but he says that Shepherd himself told him.

Mr. CHRISTY. He says both that Seitz said to him, and also to Shepherd subsequently.

The CHAIRMAN. I want to ask Mr. Shepherd another question.

ARTHUR SHEPHERD recalled.

Question. Did you ever tell Mr. Seitz that you had received a portion of that money?—Answer. I positively never did, sir.

M. F. KELLY recalled.

By Mr. CHRISTY:

Q. What are your duties as subordinate to Mr. Beall, superintendent of assessments?—A. To perform whatever duties he assigns me.

Q. What duties do you, in fact, discharge?—A. Keep books, receipt bills, collect money, make out bills, and do all the other necessary work of the office appertaining to what he would do himself. I had power to act when he was absent—had the same power to act as he would do when he was present.

Q. Have you not, in fact, made out the bills and assessments against citizens for their special improvements?—A. Yes, sir.

By the CHAIRMAN:

Q. You say you are assistant assessor; who is your chief?—A. H. W. Beall.

Q. The assessor of this District?—A. No, sir; assessor of the board of public works.

Q. You are assistant assessor of the board of public works?—A. Yes, sir.

By Mr. WILSON:

Q. How long have you been there?—A. Ever since the organization of the board. No, the board, I think, organized in July, and my appoint-

ment was dated the 24th of August, 1871. I was absent from the city at the time, and I did not come back until September, and then found the appointment at my residence; having previously been connected with the old corporation for from two to three years, pretty much in the same capacity—not exactly as assistant assessor, but as deputy to former collectors of the city.

Q. What are the duties of the assessor of the board of public works?—A. His present duties are the collection of all special assessments made, such as sewerage-taxes and for general improvements upon the streets.

Q. The collection?—A. The collection. The office was created for the purpose of making the assessments; but the engineers' department having made the estimates, and being better fitted by their force that they had in their office to make the assessments, it was thought, I suppose, advisable by the board to allow assessments to be made up there, and have them transmitted to us afterward.

Q. Who makes up those assessments?—A. They are made up in the office of Mr. Forsyth.

Q. Who signs them and returns them to you?—A. The vice-president of the board, Mr. Willard.

Q. How long has Mr. Forsyth been making out these assessments?—A. Ever since the organization of the board of public works, I think.

Q. Has that been one of his special duties?—A. That I could not say.

Q. He has had the entire management of that part of it, has he?—A. That I cannot answer.

Q. Would not the records of your office show?—A. The records of my office only show the transmittal of the assessments and their entry on our books.

Q. They come from him?—A. They come from the vice-president. I suppose they come from him to the vice-president.

Q. Is not there anything on those assessment-sheets that indicates who makes them?—A. There is a letter of transmittal, I suppose, from him.

Q. From the vice-president?—A. No, sir; from Mr. Forsyth. He transmits to the vice-president, and then the vice-president, upon passing upon the same, transmits to us for collection.

Q. So that while the assessor's office is that of an assessment in name, it is really a collector's office?—A. Well, if I understood the title that we were first organized under, it was superintendent of assessments and collections; or at least at that time we were in bureaus when the board first started—a bureau of assessments and collections. The understanding was that we were to make the assessments and collections, so far as I know; but there being nobody employed in the office at that time, except Mr. Beall and myself, and the force not being sufficient to make up the assessments and collect them at the same time, I suppose, without any knowledge on my own part, that the board determined that they should be made out by the parties making the measurements.

By Mr. WILSON:

Q. How many employes are there in this assessment-office?—A. Mr. Forsyth's office?

Q. No, your office.—A. At the present time?

Q. Yes, sir.—A. I suppose there are eight or ten.

Q. Has there been any more than that heretofore?—A. Yes, sir; during the sending out and collection of this general sewerage-tax, I had some forty men or more.



Q. What is your salary?—A. Eighteen hundred dollars.

Q. How long is it since you have been paid anything on account of your salary?—A. The first of last November; nearly seven months ago.

Q. Nearly seven months' pay is due you now?—A. At the end of this month.

Q. Have you had certificates issued to you from time to time?—A. No, sir. What do you mean—auditor's certificates?

Q. Yes, sir; or any kind of evidence of indebtedness?—A. The first of November, I believe, we received four months' pay.

Q. In what?—A. My pay at that time, I believe, due me was \$450. I got \$250 in sewer-bonds and \$200 in cash.

Q. Since that time have you had nothing at all?—A. Nothing at all, sir.

Q. Is that the case with all the employes in your office?—A. So far as I know, sir. Not all in my office, because some of them have not been employed as long as that; but since they have been employed in the office subsequent to that date, to my knowledge, they have received no pay.

By Mr. CHRISTY:

Q. Who made up the tabular statement attached to the Governor's Answer for the office of the superintendent of assessments?—A. I made a portion of it, and Mr. Beall made the other portion: in fact, Mr. Beall, being the head of the office, it rightfully belongs to him, but, in fact, I made a portion of it. It was a part of my duty.

Q. I am not criticising that. Did you keep a bank-account at the time that you received this money?—A. Do you mean in regard to certificates?

Q. I want to know whether you had any money on deposit at the time you received that two-thirds of the sum paid under this arrangement upon the sale of that contract?—A. Bank account?

Q. Yes, sir. Had you any bank account?—A. Yes, sir. I think the bank burst since that.

Q. What bank was that?—A. The Bank of Washington, or, not the Bank of Washington, the Washington City Savings Bank.

Q. Then, you received, under this arrangement, \$1,369,333?—A. Yes, sir; two-thirds of \$2,000.

Q. What disposition did you make of that? What did you do with it?—A. I do not know as I shall answer that question.

Q. I insist upon your answer, and hand you over to the committee.—A. I think the money was my own, and I had the right to dispose of it as I pleased.

Mr. BLACK, (To Mr. Christy.) Are you in earnest?

Mr. CHRISTY. Judge Black inquires of me if I am in earnest. I certainly am.

By the CHAIRMAN:

Q. Did you make a deposit of that money?—A. A portion of it.

Q. Do you remember what portion?—A. No, sir; I do not.

Q. Did you keep a bank-book at the time?—A. That I would not be certain of; I think I did, sir.

Q. Are you certain you only deposited a portion of it?—A. I am certain I only deposited a portion of it, because we had just got through the campaign, and money was continually passing through my hands from Mr. Shepherd and other sources to carry on that campaign. Having the whole expenditure of the money, I naturally incurred some debts;

to what amount or what extent I am unable, at the present time, to state.

Q. You don't remember how much of it you deposited?—A. No, sir; I do not.

Mr. CHRISTY. I desire that this witness be required to produce his bank-book relating to these transactions.

The CHAIRMAN. We will think of that, Mr. Christy.

Mr. CHRISTY. I would like to be heard upon it. I deem it important.

Mr. CHAIRMAN. The committee will consider it.

Mr. CHRISTY. I want to prove, if I can, the truth of the statement of Mr. Seitz, if it can be done.

By the CHAIRMAN:

Q. You have your bank-book?—A. I don't know, sir; I can see by looking among my papers. At the time the Washington City Savings Bank collapsed, I think I had \$5 and some cents in there; I was not a very heavy loser, because when I came to draw my dividend I found the amount was very small. I have done quite a business with that bank. While I am on the stand, there was one item in connection with this money that I ought to have mentioned. About some year or fifteen months previous to the reception of this money, I had purchased some property on O street between Tenth and Eleventh; I think a portion of that money went to liquidate one of the notes due on that property, if that is any consolation to the gentleman.

Mr. CHRISTY. We are not asking for consolation at all, from this or any other witness. I ask that the ordinary rules be enforced against him. He has admitted that he obtained the money surreptitiously and upon a false statement.

By Mr. HAMILTON:

Q. Had you any interest in any other contract?—A. No, sir.

Q. That is the only contract that you had any interest in?—A. I do not hardly call that an interest.

By the CHAIRMAN:

Q. You had no similar transaction with reference to any other contract or contractor?—A. No, sir; and I am very sorry that I had anything to do with that.

The committee here took a recess until 2 o'clock p. m.

2 O'CLOCK P. M.

On the committee reconvening, ADOLF CLUSS was recalled.

Mr. MATTINGLY. I would like to know, before I begin Mr. Cluss's examination, whether his direct examination is through with on the part of the committee.

Mr. HAMILTON. It is for the present, I suppose.

The CHAIRMAN. We have nothing further, Mr. Mattingly, now.

By Mr. MATTINGLY:

Q. You have detailed to the committee your experience as an engineer, to show that you are qualified as an engineer?—A. Yes, sir.

Q. You deem, I suppose, that you possess the necessary qualifications?—A. Yes, sir.

Q. So that your appointment as an engineer of the board was a proper thing under the circumstances to be done, in your opinion, I presume?—

A. In my opinion, and in the opinion of the vice-president of the board, as shown by a letter which I have here. Will it be proper to read this letter?

MR. MATTINGLY. Certainly.

The WITNESS then read as follows:

BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA.

*Washington, October 24, 1872.*

DEAR SIR: Your note of this date notifying the board of your appointment and qualification as a member thereof is received, and we shall be pleased to have you attend the meeting to be held Friday, at 2 p. m. It is hardly necessary to express the gratification we feel at the appointment of one so admirably qualified to perform the duties and so fully in accord with your fellow members.

Very truly, yours,

ALEX. R. SHEPHERD.

ADOLF CLUSS, Esq.

MR. MATTINGLY. It is a very polite and agreeable letter to receive. [Laughter.]

A. Yes, sir.

Q. To get this matter of date right; you were appointed a member of the board on the 23d of October, 1872, I see from your testimony?—

A. It may have been the 22d, but I think the 23d.

Q. On the 26th of December of the same year you were appointed engineer of the board?—A. No, sir; I was then requested to take charge of the engineer department.

Q. You were the engineering member of the board; but on that date you were requested to take charge of the engineer department of the board?—A. Yes, sir; I was requested to take certain duties. An appointment, you know, would not be proper. I am their equal, so they can ask me to attend to certain duties, but they cannot appoint me.

Q. You were not appointed, then, engineer of the board?—A. I was designated to perform these duties as engineer in charge.

Q. On the 26th December, 1872?—A. Yes, sir.

Q. In your testimony on page 2050 of the record you say, in answer to a question put to you:

Well, the organization of the board is such as to seriously impede the operations of the very best engineers that could be on hand. I found this state of things when I came here. I have dealt with firmness and courtesy the best I possibly what I could to me a lack of system; but I do not think I have been very successful in my efforts. The vice-president takes the assistant out of the engineer's office and gives him private instructions to take up work, and pass bills without the engineer knowing of it.

Q. Is that the only reason you have for making that statement?—A. No, sir; I have a good many other reasons. My opinion is that the board of public works have so far murdered the reputation of able engineers as much as Blue Beard did his wives. [Laughter.]

Q. The story of Blue Beard murdering his wives is only a matter of fiction, and do you mean to say that the reputation of the able and competent engineers that you speak of was murdered in the same way?—A. I have no answer to give to that.

Q. On this same page of the record, second page of your testimony, in referring to the matter of Government measurements, you say:

Again, the Government measurements, which I think, according to the spirit of the law, are certainly under the engineer in charge of the board of public works, and to be controlled by him, and remeasured by the engineer in charge of public buildings and grounds, were done without my knowing a word of them. So all those errors, I wish to say, I am not responsible for, nor the department under my charge.

They were not done under your supervision?—A. No, sir.

Q. Have any of those matters been subjected to your inspection or supervision after they were done?—A. Which matters?



Q. Those matters in regard to Government measurements, &c. ?—A. The first I saw of them was in the printed statement—in the Governor's Answer.

Q. Is that correct ?—A. No, sir ; I wish to correct a couple of errors that appear in the printed testimony.

Q. Do you mean to say that you did not say that, or that it is a mistake of the reporter ?—A. Well, it was an error into which I fell in those many statements I had to make in a few hours.

Q. You fell into a good many errors !—A. No, sir ; there is only one of them ; the others I have got here in black and white.

Mr. CHRISTY. He has the right, of course, to correct.

The WITNESS. I ought to answer, of course, that this was printed in the former report, but I mean to convey the idea that the Governor's Answer only gave the key to unlock the mysteries of those former reports. Those reports were *terra incognita* without the facts given in the Governor's Answer ; and so as not to fall into an error, I might be allowed, perhaps—I made one statement, namely, that a contract for 75,000 square yards of wood pavement was given in blank to the successors of De Golyer & McClelland. I ought to have said to the best of my knowledge that it was given to the trustee of Austin P. Brown, Z. Jones being the trustee. That is the same matter already referred to before.—A. I am not through yet. In this item I think I have not been correctly recorded. I said that by the stroke of the pen of the vice-president a million dollars' worth of contracts had been given out or awarded in his private office for main sewers. I said these main sewers were awarded to Carrohan & Co., Grantz & Appleman, Samuel Strong, Gregg & Co., William H. Adams. I certainly said, at the same time, Bartlett & Williams. If the latter name was not included, the million would seem to be extravagant—an exaggeration.

The CHAIRMAN. If you will allow me to say a word there, I think you did not mention by name Bartlett & Williams. I mention that in justice to the reporter who was here at the time.

Senator STEWART. I think you did not.

The WITNESS. I might have been mistaken in it.

The CHAIRMAN. You mentioning a great number of names, it is very natural you may have omitted one of them.

The WITNESS. This is, I think, all.

By the CHAIRMAN :

Q. These are all the corrections you desire to make ?—A. Yes, sir.

Q. You signed, Mr. Cluss, the report of the board for 1873, did you not ?—A. Well, sir, I have told the governor that, as a courtesy to him, I signed his report when it was presented to me. I signed it as a matter of courtesy, without looking close into it. Not as closely as I ought to have done, and I told the governor also when the Governor's Answer was printed, and he laid certain statements as Government claims before me, I refused to sign them, because in this very report of 1873, careless figures were laid before me. I was good enough to sign them without closely looking over them. This report in the Governor's Answer, therefore, came before this committee without my signature. It is a claim for about two and a quarter millions for main sewerage, &c. To the best of my recollection, this paper was in the handwriting of either Mr. Forsyth or Mr. Oertly. I refused to sign it. It is here without my signature.

Q. Did you sign this report of 1873 ?—A. I do not know even for sure that I signed it. The reports of the board of public works are not such as I have been accustomed to before I was a member of the board.

Q. You have seen the report purporting to have your name appended there?—A. I have seen many reports where my name was added without my consent and without my knowledge.

Q. What reports of the board have you ever seen, where your name appeared when you had not signed?—A. Papers in the Governor's Answer—documents in the Governor's Answer—presented to this honorable committee.

Q. What papers?

The WITNESS. Will you give me the Governor's Answer?

[A copy of the Governor's Answer was handed to witness.]

A. If you will turn to page 338 you will find there are some papers there that I never saw. I never saw these papers before they were printed, to the best of my recollection.

By Governor SHEPHERD:

Q. Do you say you did not sign that?—A. To the best of my recollection, I did not.

Q. Swear one way or the other: did you sign it, or did you not? I want a direct answer. When you make charges of forgery, we have a right to demand that you shall answer the question yes, or no.

By Mr. MATTINGLY:

Q. Did you sign it or not?—A. To the best of my recollection, I did not sign it. I desire the papers to be presented here.

Q. You stated not a moment ago that there are papers in the Governor's Answer purporting to be signed by you which you had not signed?—A. Yes, sir, I did.

Q. Now, is there any doubt in your mind as to whether you did sign that paper or not?—A. I will tell you in one minute. I am almost positive, you know, that this other paper on page 337 was not presented to me. That is the second.

Q. Hold on a minute; let us see what that is. You are almost certain you did not sign that?—A. I am pretty certain that I did not sign that signature on page 331. I demand the papers to be brought here.

Mr. MATTINGLY. We will have them here.

The WITNESS. There seems to be another paper which I did not sign then.

Q. What is that; let us know?—A. It is some estimates, you know.

Q. Estimates for what?—A. Contracts, of course. I did not come here prepared, you know.

Q. When you make statements as to forgeries, Mr. Cluss, you ought to come prepared to substantiate them.—A. I am prepared to substantiate them.

Q. You say you did not sign them?—A. Yes, sir.

Q. You state that under oath?—A. Yes, sir; I state it under oath; and especially this thing, you know, this paper—I cannot find it just now. It relates to contracts. I signed similar papers in the report of 1873; but these papers, I did not sign a single one of them, to the best of my knowledge and belief.

Q. How is that; you say you signed similar papers in the report of 1873, but did not sign these?—A. I signed some statements, you know—a list of contracts and the like, but this is an enlarged list. This enlarged list I have, to the best of my recollection and belief, first seen in print here in the Governor's Answer.

Q. Those in the Governor's Answer you had not signed?—A. No, sir.

Q. Those in the report of 1873 you did sign?—A. Yes, sir; and I took

good care how I signed them. This list of contracts was brought to me one afternoon to sign. I said to Mr. Nott, contract clerk, "For God's sake, how can I sign all these papers?" At last I took a whole night to look over them, and the next day I put my signature to it. He signed, "Nott, 31 Oct.," and I put under it, "Adolf Cluss, Nov. 1st," showing thereby I had only one night to examine the whole concern, and that I did the best I could.

Q. Was that the date you signed them?—A. Yes, sir; I think so.

Q. And the reason you put the date there was to show you had only one night to look over them?—A. Yes, sir.

Q. Could anybody tell, on looking at that date, that you had only one night to examine the papers you had signed?—A. Yes, sir.

Q. How could they?—A. I will show it to you. Here it is, page 118, report of 1873:

OFFICE OF CONTRACTS AND SUPPLIES,  
*Board of Public Works, October 31, 1873.*

WM. E. NOTT, *Contract Clerk.*

I have examined the above list as to completeness and figures, and certify to the same.

ADOLF CLUSS, *Chief Engineer.*

WASHINGTON, November 1, 1873.

Q. Now you say there, Mr. Cluss:

I have examined the above list as to completeness and figures, and certify to the same.

A. Yes, sir.

Q. Do you mean to say that the board of public works was not justified in putting credence in any report signed by you in that manner, and assuming it to be correct?—A. These papers were prepared under the special orders of the governor, and were presented to me, and instead of signing those things like a dead-head, I took one night carefully to look over them.

Q. Was there any objection to your looking over them?—A. On November 1st the governor said the report must go in, and in order not to have a fuss or a fight I sacrificed one night.

Q. The law requires a report to be put in the 1st of November of every year?—A. Therefore, it was very wrong, as the contract-clerk, as shown here, presented me with these papers only on October 31.

Q. But the law requires that that report shall be made every year, on the 1st of November, does it not?—A. It may be so. I cannot state so under oath. I suppose it is so.

Q. You are very particular about what you state under oath?—A. Yes, sir; of course.

MR. MATTINGLY. That is right. But you did examine these vouchers to justify you, at the time, in putting the certificates that you did, and signing them?—A. Yes, sir; I did the best I could. I corrected a great many errors in that one night. I wish to say further, that on the first idea of signing my name I did not call it forgery, but if Mr. Mattingly calls it so I take it as such.

Q. You say your name has been forged?—A. If my name is not in there.

Q. Suppose your name is there, then do you call it perjury on your part?—A. I am ready for that.

Q. Now, Mr. Cluss, referring to these Government measurements of which you deny all knowledge and all responsibility, this question was put to you:



Q. I will call your attention now, in that connection, to some matters which may have attracted your attention. For example, there was an account which seems to have been made out, which was made the basis of an appropriation of \$1,210,000 and upward. Did you have anything to do with that?—A. No, sir. I wish to say, however, that this is one of those cases where an assistant—responsible to me—was taken away from my supervision, and he, under the direct order of the vice-president, then made these charges. I am not responsible for an iota of the whole.

Do you mean to say that statement is true?—A. I mean this statement is substantially true; I hope, also, verbally. It is so long, and in the careless way in which the work of the board of public works is done, that it might possibly have been laid before me for signature. I was then only a few days a member of the board. I was appointed on October 23, and on November 1, only seven days thereafter, this report had to be signed; and I did in this seven days the best I could.

Q. You state here that an assistant, responsible to you—see that I do not misstate you—you state here, under oath, that an assistant, responsible to you, was taken out of your office, under the orders of the vice-president, and directed to do this work. Now, Mr. Cluss, don't you know that at the time this statement was made out you were not a member of the board of public works?—A. I was a member of the board of public works when the report of 1872 was in, and, in justice to my position, the papers ought to have been submitted to me.

Q. But when the assistant engineer in your office was directed to make that statement were you a member of the board of public works, and had you anything to do with him? Do you know when that statement was made out?—A. Mr. Oertly since has told me that he had been at work upon it as early as from September.

Q. Made it out in September?—A. No, sir; from September—commenced in September.

Q. Were you a member of the board of public works at that time?—A. Not in September; but I wish to qualify what I said here. I thought, you know, when Judge Wilson asked those questions, that he had reference to everything that related to the payments obtained from the Government of about three and a half millions, and I may have been here—I may have been misled in the wording of it. I thought this had reference to all those appropriations when I was a member of the board.

Q. Didn't you, when I read it over to you just now, repeat that it was substantially true, and you hoped verbally?—A. Well, I have to qualify that in so far as that this interfered with the organization of the engineer department, and I had reference to all the work under which the money from the public treasury was obtained. This might have been an unintentional error.

By the CHAIRMAN:

Q. I want to ask a question right here. Do you mean what you stated here yesterday is a mistake, and that you wish to correct it now?—A. Mr. Chairman, I mean to say that when those questions were propounded to me I certainly thought that all of them referred to those statements in the report of 1873, and not of 1872.

Q. Then you were mistaken wholly in this answer of yesterday?—A. I suppose I was mistaken when the very question was propounded.

By Mr. MATTINGLY:

Q. I understand you now, then, to state that that statement is not substantially true or verbally either?—A. Well, I had, in the way this question was put, reference to all the statements in the report of 1873.

Q. Is this not part of the statement of 1873?—A. Will you please give me the report?

Q. Here it is, [handing witness a copy].—A. It is my impression now that it is in the report of 1872. My answer was especially to say, you know, that all these voluminous statements in the first part of the report are not, in my opinion, worth the pen and paper they are written upon, and that they are to mislead the public.

Q. What statements are you talking about now?—A. The report for 1873.

Q. They were made to mislead the public?—A. Yes, sir.

Q. I understood you, in answer to the question yesterday as to whether you had anything to do with the statement of appropriation—with the preparing of a statement on which the appropriation of \$1,240,000 was to be based, that you referred in your answer to all these statements in the report of 1873, which were made to deceive the public; is that so?—A. Yes, sir.

Q. Did you, in making that answer, pay much attention to the question asked you?—A. I knew that the \$1,242,000 had been obtained on the 10th of January, or the 8th of January, 1873. I certainly, when this question was put to me, thought it related to the measurement upon which this \$1,240,000 were obtained.

Q. How was that money obtained on any measurements made by the engineer of the board of public works, or any engineer under the board of public works?—A. I have read the law, and I saw that the Government engineer was to remeasure that work, so I thought for sure the measurement ought to have been made by the engineer of the board of public works.

Q. You think when Congress makes an appropriation of that kind authorizing the Treasury Department to pay money on the measurement of a United States officer, that you as the engineer of the board ought to make the measurement?—A. I think that the law means that the Secretary of the Interior is to draw that money, and I think that the Secretary of the Interior has not been consulted at all. I think that this is a fair construction of the law, that the engineer of public buildings and grounds is to measure this thing over so as to have a control in the obtaining of public funds.

Q. You had reference to that when you made your answer as to that, did you? Now, Mr. Cluss, you knew very well at the time you made your answer, didn't you, day before yesterday, that you were not in office at the time Mr. Oertly, or whoever it was, was assigned to make out that statement, did you not?—A. Well, I have stated, you know again, that I had certain reference to everything that was done for obtaining this money out of the Treasury.

Q. You had no reference to the question put to you in your answer?—A. I had reference to the estimate upon which the money was obtained.

Q. Do you mean to state to this committee that Governor Shepherd delegated an assistant out of your office as engineer of the board to make measurements on which money was obtained from the United States Treasury?—A. Yes, sir.

Q. You do?—A. Yes, sir.

Q. And that money was obtained on those measurements?—A. Yes, sir.

Q. Don't you know that those measurements were made by Colonel Samo as the engineer under General Babcock?—A. I do not.

Q. And before you went into office?—A. The way I read the law, that the board of public works shall not take the low position of greedy

contractors, and the Commissioner of Public Buildings and Grounds shall measure over; but I consider under oath the office which I had taken after I had had the honor of an appointment from the President of the United States, unsolicited by me—I thought that, in his obtaining of the public funds, there was to be a joint responsibility between the Commissioner of Public Buildings and Grounds and the board of public works of the District of Columbia, who are United States officers as well as the others.

Q. Then, in your opinion, Mr. Cluss, the Treasury Department was wrong in making those payments on the certificates of General Babcock without your consent? Is that it? Are we to understand that?

The WITNESS. Have you got the law here?

Q. I thought I had it here. You are talking about your understanding of the law. That is a plain question. You can answer it. I ask you whether it is your idea that the Treasury Department was wrong in making those payments on the certificates of General Babcock, the United States engineer?—A. It is not for me to say that the Treasury Department was wrong, but I believe that the thing has not been done in that careful way in which the law was designed. The law says for sure, in one appropriation, that the Secretary of the Interior was to ask for this money, and I have, as far as the Governor's Answer is concerned—I have never seen the Secretary of the Interior do it, or have anything at all to do with it. So, I say in this regard a little irregularity has been committed.

Mr. WILSON. Here is the law referred to, right at the bottom of the page. (17 Stat. at Large, p. 405.)  
[The act is as follows:]

To enable the Secretary of the Interior to pay the expenditures made of the board of public works of the District of Columbia for paving roadways and curbing, and paving sidewalks, grading, sewerage, and other improvements upon and adjoining property of the United States in the District of Columbia, \$1,241,920.00, or so much thereof as may be necessary: *Provided*, That all payments under this appropriation shall be made only upon the vouchers provided by the officer in charge of public buildings and grounds of the District of Columbia, after full examination and measurement of the above improvements, and the approval of the prices claimed therefor: *Provided*, That the said board of public works be, and they are hereby, prohibited from incurring or contracting further liabilities on behalf of the United States in the improvement of streets, avenues, and reservations beyond the amount of the appropriations previously made by Congress, and from entering into any contract touching such improvements on behalf of the United States except in pursuance of appropriations made by Congress.

Q. Now you have read the entire law through?—A. As far as I implied from the Governor's Answer, the Secretary of the Interior has not been asked about it, and in this regard, in my opinion, a little irregularity has been committed.

Q. You have read the law through. Do you find anything in that law requiring payment to be made on vouchers approved by you or by the engineer of the board of public works?—A. I think the law reads that way. The vouchers are to be approved, of course, and a voucher must be made, of course, before it can be approved.

Q. Who has to make it?—A. Of course the board of public works. This is clear.

Q. That is your opinion of it?—A. It is a question of law. I do not want to go any further about it. I am an engineer, not a lawyer.

Q. That is your construction of that law, is it?—A. Yes, sir.

Q. That these vouchers ought to have been approved by you, and that General Babcock's approval alone was not sufficient?—A. No, sir; not sufficient in my opinion; there ought to have been a joint approval.



Q. To return. Your statement yesterday was that the statement or account on which that appropriation was based was made by a deputy in your office, for whose acts you were responsible, selected by Governor Shepherd, without your knowledge or consent, and made out by him; is that true or not?—A. Mr. Mattingly—

MR. MATTINGLY. Just answer the question, yes or no.—A. I have not fully understood you; please repeat it.

Q. You stated here day before yesterday that there was an account made out, which was made the basis of an appropriation of \$1,240,000 and upward, by one of your assistants, responsible to you, taken from your own supervision, and under the direct orders of the vice-president. Is that statement true?—A. I have repeated already my understanding of this. I misunderstood the question.

Q. As an answer to the question printed there it is untrue?—A. Well, as an answer—I mean to answer the question that the money was obtained from the Treasury and no estimate made. I am glad to make this correction. It was an unintentional error.

Q. Do you mean to state here that money on the Treasury was paid on that statement of account made by a subordinate in your office? Do you mean to make that statement?—[No response.]

Q. That money was drawn out of the Treasury?—A. Yes, sir.

Q. You say, in your answer, you understood when you were making that answer it applied to when the money was paid or the manner in which the money was paid?—A. I mean to say I do not know anything of it, but that, as the responsible officer, I ought to have known of it. This is my answer.

Q. You feel sore on the subject, I know, in regard to this matter. As I understand it, your version is simply this: that you think these measurements on which the Government paid this money ought to have been made by you. Is that it?—A. I am not sore upon the subject, but I do not shirk responsibility, notwithstanding I have plenty on hand to do without it.

Q. Do I understand you to say that, in your opinion, the measurements on which this money was paid by the United States Treasury should have been made by you?—A. Under the direction of the engineer of the board and the official head of the office.

Q. You were that head?—A. Yes, sir; to be reported to the board of public works to modify or adopt the report. It ought to have gone to Mr. Samo to be remeasured.

Q. Then your reasons for making this statement denying all knowledge of Government measurements and your responsibility for them, and ascertaining that they had been made by engineers, your subordinates, detailed, without your knowledge and consent, by the governor, was this: that, in your opinion, these measurements ought to have been made by you, or made under your immediate directions, before the money was obtained from the Treasury of the United States. Is that so?—A. Under my immediate direction; that is the point. I do not mean to say under my immediate direction; under my direction.

Q. Now, in point of fact, at the time these statements were prepared, or when they were ordered to be prepared, were you a member of the board of public works?—A. When these statements—

Q. Answer yes or no, will you, please?—A. You put me at once to perjury.

Q. No, sir; I do not do anything of the sort. It is a plain question. I ask you when this statement—A. Which statement?

Q. Your own statements on which that appropriation of \$1,241,000

was based. When these statements were ordered to be made out by the vice-president of the board, Mr. Shepherd, when he detailed a clerk in the engineer's office for that purpose, were you a member of the board of public works? That is a simple question.—A. I was a member of the board of public works when this report went in officially to Congress.

Q. That is not the question, Mr. Cluss. The question is this: when one of the deputy engineers in the engineer's office was detailed by Mr. Shepherd, the vice-president of the board of public works, to make this statement upon which that appropriation was based, were you a member of the board of public works?—A. I have stated this before twice.

Q. I have not got to any answer yet. I have been trying to get one for a long time. Yes or no—were you a member of the board of public works or not?—A. I must look at the dates.

Q. There is the report of 1872.—A. I wanted to have the date when this appropriation bears the official signature.

The CHAIRMAN. Mr. Mattingly, I am not so clear that Mr. Cluss understands your question now.

Mr. MATTINGLY. That is the reason I asked him whether he understood it or not.

The CHAIRMAN. You have reference, as I understand you, to this: A statement was made out under the order of somebody, which was carried to Congress and presented to a committee of Congress as a basis for an appropriation.

Mr. MATTINGLY. Yes, sir.

The CHAIRMAN. Now you want to know whether he was a member of the board of public works at the time when that statement was prepared.

Mr. MATTINGLY. Yes, sir; that is my question.

The CHAIRMAN. I doubt whether Mr. Cluss understands that question.

The WITNESS. I understand that question now.

The CHAIRMAN. It does not relate to appropriations or expenditures of appropriations, but to estimates as a basis for which these appropriations were made.

The WITNESS. I have the estimate here. There can be no doubt about it; but, however, as this estimate is appended to a partial report, dated November 1, 1872, so I have a right to say I was a member of the board when this was laid before Congress.

The CHAIRMAN. No, sir; that is not the question at all.

Mr. MATTINGLY. That is not my question.

The WITNESS. What is it, then?

By Mr. MATTINGLY:

Q. My question is this: when the deputy engineer was detailed by the vice-president of the board of public works to prepare that statement which that appropriation was asked for, were you a member of the board of public works?—A. I am not positive about that.

Q. You are not positive about that?—A. No sir; because I am only positive I was never asked about it.

Q. You went there in October, did you not?—A. Yes, sir; on the 23d of October.

Q. That is the report of November, 1872?—A. Yes, sir.

Q. You find it there, do you not?—A. Yes, sir.

Q. You were appointed engineer of the board, or requested to assume the duties of the engineer of the board, on the 26th day of December,

1872, were you not?—A. I was the engineer member of the board from October 23; and I was member of the board of public works.

Q. I understand that; but you had not charge of the engineer department of the board until the 26th of December?—A. That is correct.

Q. Now that report was made November 1?—A. Yes, sir.

Q. When you went into the board in October, do you know whether Mr. Oertly was not engaged at that time in the preparation of this statement?—A. I am not positive about that.

Q. It was concluded in November, was it not?—A. Yes, sir.

Q. It had already been defined by that time?—A. Most likely. On the 30th of October, to the best of my recollection, that one night while at Governor Shepherd's private house, he invited me to come and hear the writing out of his report.

Q. By the first of November, anyhow, that statement was all completed, was it not?—A. The first of November, 1872.

Q. Now, it was not until the latter part of December you assumed charge of the engineer's office?—A. Yes, sir.

Q. How could a subordinate of yours, as an engineer of the board of public works, responsible to you, be detailed by the vice-president of the board to make out this statement on which this appropriation was based, when, in point of fact, at that time you had nothing to do with the engineer department of the board more than any other member of the board?—A. I have already said that I misunderstood the question; in my statement yesterday I referred to the money drawn out, and I have formally retracted, as far as this point was concerned.

Q. That is all the answer you desire to make to that?—A. Yes, sir.

Q. Now, Mr. Cluss, I understand you to say that you mistook the question, and your answer applied to the statement on which the money was obtained.—A. That is it.

Q. Was that money obtained on any statements made out—money obtained from the Treasury Department? Now, understand my question, please. Was that money obtained from the Treasury Department on any statement of account made out by any of the deputies in your office, detailed by the vice-president of the board of public works?—A. All of these measurements were made by subordinates of my office without my knowledge, but about the details, how it was done, I am not posted.

Q. Now, that is a very plain question, and it seems to me you ought to answer it in a plain way. You made a broad, sweeping assertion here day before yesterday, which you have now to admit, in terms, is untrue.

Mr. HAMILTON. I do not think it is hardly fair for you to repeat that thing over to the witness. You have got an answer several times from him to the effect that it was under a misapprehension of the question that he gave the answer that he did. He did not admit its untruth, but he explains how it was that answer was given. He says the answer was given to a question, as he understood it, in a different shape. It is hardly fair, therefore, to state in your question that he admits his answer to be untrue.

Mr. MATTINGLY. I do not mean to be misunderstood as putting Mr. Cluss into the position of admitting that it was willfully untrue. I understood him to say that he misapprehended the question.

Mr. HAMILTON. That is what he stated. You ought to deal fairly by the witness.

Governor SHEPHERD. Mr. Hamilton, I think I have a right to be fairly dealt by also. This man comes here and makes a statement by



which he seeks to asperse my character as a public officer. Now, we want to show from the record that that is untrue.

Mr. HAMILTON. Certainly, you may do that; but do it in a fair way.  
Governor SHEPHERD. Certainly.

By Mr. MATTINGLY:

Q. I understand Mr. Cluss to say this: that in the statement which he made in answer to that question, he misunderstood the question: that his answer applied to the statement on which the money was obtained from the Treasury Department. Is that so?—A. Yes, sir.

Q. That is your explanation?—A. Yes, sir.

Q. Now, that is so?—A. Yes, sir.

Q. Then I ask you this question: Assuming that to be true, do you mean to say that that money was obtained from the Treasury Department on statements made out by one of the deputies of your office, for whom you were responsible, detailed by the vice-president of the board, without your knowledge or consent; do you mean to say that?

[Witness pausing.]

Mr. HARRINGTON. Insist upon an answer.

Q. Do you understand the question? If you do, please answer.—A. I am thinking how to answer. I am correct in the spirit, but I do not like to be caught in the wording.

Q. It is simply a matter of fact, Mr. Cluss.—A. My sweeping assertion was, that all these Government measurements were made without the least knowledge on my part: that only one day I was called upon to sign an appropriation—sign the statement, you know, on which \$1,000,000 was obtained. This is all; the whole that I know in this matter. If at one time a signature of mine has been obtained to any paper, it has been a mere clerical matter. I have never seen any paper—I am positive about that—in detail, except that day when I was asked to sign the appropriation for that million.

Q. Now, Mr. Cluss, can you tell me what you did mean, or to what you understood that question to apply, which you answered, and which I have repeated half a dozen times? I cannot comprehend your answer.—A. I answer it again, that all these Government measurements have been made by employes of my office, without my knowledge or consent. To the best of my knowledge, it was done by the vice-president, because when I asked where those folks were, I was told they were off under the orders of the vice-president. That covers the whole case.

Q. You state now all of these appropriations, and measurements for all of these appropriations?—A. Yes, sir.

Q. Do you mean to be understood that your language should apply to those measurements before you were a member of the board, and before you assumed charge of the engineer's office?—A. Of course it could not apply to that. It is self-evident.

Q. Your language, in express terms, so far as printed in the records, makes it apply to that.—A. I claim it applied to the spirit, and not the wording. I am not a lawyer, but an architect. I know the facts, not the meaning of words, perhaps.

Q. Now, I asked you a little while ago whether you signed the report of 1873 or not. I have not an answer to that yet. Did you, or not?—A. I think I signed it, but I am not positive. The original paper will show it. These papers were so presented, in an off hand way, that I could not possibly recollect.

Q. You signed them as mere routine of office?—A. They were brought to me so.

Q. Now, here in the report of 1873, the indebtedness of the General Government in the District of Columbia, on account of improvements, as shown in the statement hereto appended, is as follows: "For work in and around Government reservations and public buildings, \$573,171.75; for work on avenues, \$1,056,574.36; for main sewerage, \$2,540,681.83; total, \$4,070,427.94." Do you mean to be understood as saying you signed that report without seeing that statement?—A. I am sorry to say that I saw this statement afterward, and the reason I saw it was my refusal to sign that application a second time before this honorable committee, because, of course, the whole sewerage done by the board of public works did not cost what they put down as the Government's share. Under my responsibility of office, I could not sign any such paper.

Q. The statement on page 31, Report of 1873, is signed by you, is it not? This statement:

*Statement of amounts required for the completion of main sewers under contract.*

F. Findley's contract .....	\$36,081 90
R-street sewer.....	1,500 00
Tompkins & Ruckles .....	52,420 00
W. H. Adams, (O-street sewer).....	40,530 00
Bartlett & Williams.....	240,000 00
Gantz & Appleman.....	94,675 00
S. Strong .....	47,400 00
S. E. Gregg .....	40,018 00
Seventh street (southeast) sewer.....	17,618 95
Eleventh street (southeast) sewer.....	11,448 47
Third street (southeast) sewer.....	16,733 50
Seventh street (northeast) sewer.....	42,139 85
Gallaher's contract .....	349,000 00
James Creek sea-wall.....	67,000 00

Total..... 1,056,565 67

*Statement of amounts required for the completion of work on Government reservations and buildings.*

For completion of steps and flagging in front of Patent and Post Offices.....	\$35,000 00
On B street north.....	37,000 00
On B street south.....	6,000 00

Total..... 78,000 00

*Statement of amounts required for the completion of streets, pavements, grading, parking, &c., under contract.*

First division, in Georgetown .....	\$40,187 00
Second and third divisions, in northwestern section of city.....	25,920 00
Fourth division, from Ninth to Fifteenth street west.....	25,145 40
Fifth division, from First to Ninth streets west.....	225,393 54
Sixth division, in northeastern section.....	16,846 60
Seventh division, in eastern section.....	159,581 83
Eighth division, on Island .....	128,064 75

Total..... 621,139 12

RECAPITULATION.

Amount required for completion of sewers.....	\$1,056,565 67
Amount required for completion of Government work.....	78,000 00
Amount required for completion of streets.....	621,139 12

Total..... 1,755,704 79

Less amount of material on hand..... 119,667 25

1,636,037 54

ADOLF CLUSS,  
Engineer in Charge.

OCTOBER 31, 1873.

A. That is not this report. When I refused the governor to sign my paper again, I stated distinctly that I had been made to sign this paper, and the first line of it was a mistake of Oertly's, and this was the reason that I did not sign the second paper.

Q. So you would not sign the second paper?—A. It was presented to me again in some way.

Q. What is the first line?—A. It is "Statement of amount required for the completion of main sewers under contract. F. Findley's contract—\$36,081.90." This contract, so far as the main sewerage is concerned, is about twelve thousand dollars, and Mr. Oertly, under orders of the governor, made me sign a false statement here—the main sewer.

Mr. WILSON. What does it cost?—A. About \$12,000. It is not settled yet. I happened to have it on hand this morning. It is about \$10,000. Mr. Findley says it was made ground, and he could not possibly do it for that price. The contract was given without the price being inserted.

By Mr. MATTINGLY :

Q. State whether that is your signature, [handing witness a paper].—A. I think that is my signature.

Q. There is a letter addressed by you, dated November 21, 1873, to the vice-president of the board of public works; I wish you would read it. [Witness read as follows:]

BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA.

OFFICE OF CHIEF ENGINEER.

Washington, November 21, 1873.

Hon. H. A. WILLARD,

*Vice-President, &c.:*

SIR: In accordance with your communication of the 13th instant, I herewith transmit copies of vouchers and estimates of work done on avenues and streets in front of Government property, and on which no or only partial measurements and payments have heretofore been made by the Government.

The copies of vouchers in this office I have all certified to, as requested by you.

The balance due on last measurement, as well as the balance due, as per assessment, on work formerly settled for, have been compiled from the records of the auditing office by Deputy Engineer Oertly, who is fully conversant with all the details of the transactions from the beginning:

The following is a condensed statement of the amount due from the Government on work actually done, viz :

Balance due on last measurement.....	\$63,924 45
Ohio avenue.....	3,150 80
New Hampshire avenue.....	16,574 25
Delaware avenue.....	4,463 48
Vermont avenue.....	28,755 69
Rhode Island avenue.....	51,429 26
New Jersey avenue.....	66,330 23
B street south, Sixth to Fourteenth street west.....	8,263 70
Seventh street, E to G street, northwest.....	45,570 55
F street, Fifth to Ninth street, northwest.....	34,136 15
Balance due on—	
Massachusetts avenue, New Jersey avenue to boundary, northwest, as per assessment.....	43,184 50
Sixth street west, B north to B south.....	5,000 00
Chicago, Thirtieth and F street, northwest.....	37,776 12
Flagging around Patent and Post Offices.....	21,000 00
Seventh street, through Mount Vernon Square.....	12,117 00
Tuber sewer, main stem, front of Government Printing Office.....	12,000 00
Work on street around and adjacent to United States Capitol.....	247,812 80
To this ought to be added, for completion of work, about.....	50,000 00
Total.....	\$27,371 00
Deduct correction of error of measurement on Rawlins Square, which occurred in measurement of January, 1873.....	14,576 00
Balance due.....	\$12,895 07



The work required in the compilation of the above figures, and their comparison with former appropriations of Congress on avenues and streets, was quite laborious and extensive, and hence the delay.

Very respectfully, &c.,

ADOLF CLUSS,  
*Engineer in Charge.*

The WITNESS. This verifies the statement which I made.

Q. That verifies the statement which you made, that you knew nothing about the Government measurements?—A. That the engineers are sacrificed by the board of public works. This was submitted to me by Mr. Oertly, and, as a mere clerical matter, was signed.

Q. Was signed at whose request? Let us understand that. That is in response to a letter of Mr. Willard, dated the 13th, and this reply is dated the 21st. You had eight days.—A. In eight days I could not possibly have gone to work and measured up this work that is in here.

Q. You did not undertake to do it?—A. I could not do it at all. I said Mr. Oertly did this work.

Q. Mr. Oertly did not write this letter, did he, or sign it?—A. Mr. Oertly wrote the letter, and I signed it. It is in the handwriting of one of the clerks.

Q. Signed by you, is it not?—A. I think, for sure, I altered the wording of that letter somewhat, because it was too positive, and I altered the wording of it; and so this was a mere clerical matter for me to have signed it.

Q. Wasn't that work measured, and wasn't it a compilation from vouchers?—A. All I know was, certain vouchers in connection with the change of grades around the Capitol here.

Q. I am talking about the items mentioned in that letter.—A. That is one of the items. There are certain vouchers connected with this work around the Capitol. These bear my signature and Mr. Barney's; and this part of it I know, but as far as the rest of it is concerned I am altogether ignorant.

Q. Then, whatever bears Mr. Barney's and your signatures is all right?—A. Of course. Human judgment is liable to err. Certainly there will not be found anything but what competent men, under similar circumstance, would do.

Q. But, so far as the board of public works is concerned, when you addressed a letter like that to the executive head of the board, is it not fair to presume that you knew what you were writing about as engineer of that board? You have just a little while ago stated to me that it was impossible, between the 23d of October and 1st of November, to do that off-hand statement of appropriations required, you know, for \$1,240,000 appropriation. I did not tell you it was impossible.—A. How could I, within ten or eight days, do such voluminous work like this?

Q. That is what I am trying to find out. Now, Mr. Cluss, look at these assessments there, and see if each one of them is not certified to by you as engineer?—A. East Capitol street, from First to Second street, there is not a signature on that—on this one.

Q. You say your signature is not on that?—A. No, sir; it is not.

Q. Just please look at that again before you make such a positive statement. See if you do not find it there in red ink?—A. Ah, yes; that is all right.

By Mr. STANTON:

Q. Is it your signature?—A. Yes, sir; that is my signature.

Q. Are not those the papers on which the statements made in that letter were based?—A. It would take a close comparison to say so.

Q. Just see if these are not all signed by you.

[Handing the witness a number of vouchers referred to in the letter.]

A. This bears out what I said, that this system of the board of public works that is in vogue will catch in its measures the best engineers. These papers were presented to me as a mere clerical matter. I did not know that I signed these vouchers.

Q. Then you would sign a mass of papers like that, Mr. Cluss? You would write out a long letter, giving a summary of this statement, address it to the executive officer of the board of public works, and this as engineer of the board, and come here and state it was a mere clerical performance on your part?—A. I pretend to say this is the way the board of public works perform the work, as the governor knew very well.

Q. That is the way you performed your duty, is it not? That all these measurements had been for months preparing—these voluminous papers here?—A. What I am positive about—these vouchers for improvements—

The CHAIRMAN. I want to have him answer one question before you proceed to another. I want him to state whether his name appears to all these vouchers.—A. In this way: Mr. Oertly signs in his handwriting, and my name is in my handwriting between.

By Mr. MATTINGLY:

Q. Then your own name does appear on each one of these certificates?—A. Yes, sir.

Q. Signed by you?—A. Yes, sir.

Q. Do you mean to say they are false?—A. I am sorry to say—I cannot, indeed, say right or left, you know. (Laughter.)

Q. Then, you cannot state whether they are true or false?—A. In as far as they are copies from our records in the office of the engineer department, I know they are true; but as far as these estimates are concerned, since the Governor's Answer I have had my eyes opened in such a way that the confidence I had in the engineer assistants who prepared and laid these papers before me is so shaken that I am ashamed to have signed anything like them. It was laid before me by the assistant not under my control, who made up these papers.

Q. Then, what do you think of your answer to this question:

Q. You had nothing to do with the Government measurements, if I understand you?—A. No; nothing whatever.

What do you think of that statement now?—A. I had nothing to do, whatever, but through courtesy to the governor I signed certain papers officially made by the assistants, under his special knowledge.

Q. Do you mean to say that Mr. Shepherd ever saw those papers?—A. I do not say that he did. I do not say that he did not.

Q. Did you not send them to Mr. Willard?—A. I could not recollect.

Q. Is not your letter addressed to Mr. Willard?—A. O, yes, sir; it seems so.

Q. Are not those the vouchers you referred to in that letter?—A. I could not say. I tell you it would take a close comparison.

Q. Any one would not be blamable for presuming you did know something about these measurements when they find your name signed to the mass of papers relating to them?—A. That is, I am afraid all these papers were made to mislead Congress—in fact, Congress would take—

Q. Then you have signed the papers made to mislead Congress, have you?—A. I have stated that these papers, you know, were signed by

me as a courtesy to the governor, who sent those voluminous papers to me.

Q. Did the governor send those papers to you for signature?—A. It is the only time I saw Mr. Oertly and Mr. Samo, and they came to me about anything.

Q. Did the governor send them to you?—A. I do not know whether he is on record. He is too smart to go on record in these things.

Q. Did the governor send them to you?—A. I could not recollect.

Q. If you will answer my questions you will get along a heap easier.—A. I cannot recollect it; it is too long back.

Q. Do you not know that these papers were sent to you by Mr. Willard, with a letter of the 13th, to which yours is an answer?—A. Mr. Willard is entirely unacquainted with these facts—

Q. I am asking you about your knowledge, not Mr. Willard's knowledge. Did not these papers come to you, and that letter dated 13th November, signed by Willard?—A. I do not think they came to me with that letter.

Mr. STEWART. Have you got that letter here?

Mr. MATTINGLY. No, sir; not here just now; it is being copied. But the letter is in answer to that of the 13th.

By Mr. MATTINGLY.

Q. If you will take up the Governor's Answer there, the list of contracts there on pages 337 and 338 you did not sign, I understand you to say?—A. I am pretty sure I did not sign them.

Q. Did you not say if your name was there it was a forgery?—A. I said you called it so.

Q. And you adopted it? [No response.]

Q. State whether that is your signature? [Handing witness a paper.]—A. It seems to be my signature.

Q. What have you got to say about it now; is it a forgery?—A. I repeat, merely, that the system in vogue by the board of public works is apt to catch any one in these measurements.

Q. That will hardly do, Mr. Cluss.—A. I will repeat that the most important document in here—that which relates to money; these, I am sure, I did not sign.

Governor SHEPHERD. Answer as you go along, please. We have got plenty of them for you. This paper that is now shown you has just been obtained from the Government Printing-Office. It was the original paper that was sent there when my answer was being printed. It will be found on page 338 of the printed volume.

Q. Is that your signature?—A. Yes, sir; that is my signature.

[The following is the paper alluded to as contained on page 337 of the governor's answer:]



## List of contracts, etc., of the board of public works—Continued.

No.	Date.	Locality or description.	From.	To.	Name of contractor.
1071	1874	Public Works Board, etc., Public Works Board, etc., Public Works Board, etc.,	Public Works Board, etc., Public Works Board, etc., Public Works Board, etc.,	New York, etc., New York, etc., New York, etc.,	St. Johns, etc., St. Johns, etc., St. Johns, etc.,

Work completed.

OFFICE OF CONTRACTS AND SUPPLIES, BOARD OF PUBLIC WORKS, February 14, 1874.

WM. E. NOTT, Contract Clerk.

ADOLF CLAUSS, Chief Engineer.

I have examined the above list, and certify to the correctness of the same.

WASHINGTON, February 14, 1874.

Q. Is this your signature? [Handing witness original of statement as it appears on page 338.]—A. That is my signature. [The following is the paper referred to on page 338:]

1019	Albert Gleason .....	\$4,250 00	
1020	Samuel C. Wroe .....	460 00	
1021	Canceled .....		
1022	Canceled .....		
1023	Joseph S. Martin .....		Cancels contract 781, to which refer for estimated cost.
1024	James T. Ferry .....	293 60	
1025	Work not begun .....		
1026	Work not begun .....		
1027	Jackson Pumphry .....		Furnished on requisition.
1028	Daniel A. Connolly .....	3,000 00	
1029	Samuel C. Wroe .....	1,008 00	
1030	Barker & Maxwell .....		Canceled.
1031	Canceled .....		
1032	Sylvanus Gleason .....	6,500 00	
931½	Finegan & Nesdall .....	11,833 50	Cancels contracts 532 and 931.
	Total .....	257,409 65	

Certified to.

ADOLF CLUSS, *Chief Engineer.*

The WITNESS. Allow me just to look at an important document that I referred to, the one which relates to money. [After examination.] Here is the important document. This is, I see, on page 465. This has no signature at all, but I mean to say that the important statements come without any signature of the engineer. It is on page 465, and is entitled "Estimate of cost of completing contracts on which work has been done or is in progress."

Mr. BASS. It does not purport to have any signature?

Mr. MATTINGLY. No, sir.

Q. You are not charged in the Governor's Answer with that, are you?—

A. It does not seem so.

Q. Is that your important matter that you spoke of just now which had reference to money?—A. Yes, sir; that is one. [Witness examining a printed volume.]

Q. Are you looking for another?—A. I am hunting to show that the important papers came either not signed by me, or signed by me without my knowledge—the important papers; those mere clerical matters, the list of contracts, and so on—where they are just from one to a thousand—

Q. Let me call your attention to another thing: You have referred to matters with which money is connected, and to which your signature ought to have been attached. Turn to page 410, of the Governor's Answer—bottom of the page—and you will find there this letter:

BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA.

*Washington, March 14, 1873.*

SIR: We inclose bills for work done by the board of public works of the District of Columbia, in accordance with the provisions of act approved March 2, 1873, entitled "An act making appropriations for sundry civil expenses of the Government;" one for \$1,011,226.87 and one for \$106,533, and request that payment be made for the same to James A. Magruder, treasurer of the board of public works, as soon as may be practicable.

Very respectfully, your obedient servants,

H. D. COOKE,  
ALEX. R. SHEPHERD,  
JAMES A. MAGRUDER,  
S. P. BROWN,  
ADOLF CLUSS,

*Board of Public Works, District of Columbia.*

To the SECRETARY OF THE TREASURY.

Did you sign that letter?—A. That is the signature to which I had reference in my testimony. I have stated distinctly that I signed only one paper, and that is the one to which I had reference.

Q. That is the only paper you signed?—A. Yes, sir; of any consequence.

Q. And these other papers you signed were of no consequence, in relation to the obtaining of money from the public treasury? [No response.]

Q. That is the only one you signed?—A. Yes, sir.

Q. And this mass of papers that you signed and which was the basis of appropriations from the Treasury, were of no account?—A. I speak of those upon which money was actually obtained—of three and a half millions. Whether this was ever obtained I do not know, because it has never been reported how this money was obtained. Another appropriation of a million and a quarter was before this obtained without the signature of the board, and all subsequent appropriations again were obtained without the signature of the board. This is the only paper of any consequence.

Q. Don't you think now that you did have some knowledge of these Government measurements, or had the means of ascertaining something about them?—A. No, sir.

Q. You do not think so now, having seen your signature to all this mass of testimony?—A. You have not shown me my signature to any one of the measurements in a single one from the first to the last. I have explained to you that this matter—this volume of papers—

Mr. MATTINGLY. Your signature was not signed to the measurements, that is the reason. The Government would not have paid the money if your signature had been there. General Babcock's signature was the only one necessary to the measurements.

The WITNESS. I have shown you, in my opinion, that the Secretary of the Interior—

Mr. MATTINGLY. Unfortunately, your opinion would not have any weight in that case.

The CHAIRMAN. That is a matter of argument. I would not spend much time about that.

By Mr. MATTINGLY:

Q. Now, Mr. Cluss, your complaint of the workings of your office, on which you seem to lay considerable stress, was based upon the fact that Mr. Oertly had been detailed to do some work without your being consulted?—A. I said that is one of the many cases.

Q. This is the case you referred to in your testimony day before yesterday?

The WITNESS. Will you allow me to detail another one?

Mr. MATTINGLY. O, yes.

The WITNESS. As one of the many cases you know, I have told you here in Washington, to the best of my knowledge, you know the machinery of the whole working is gotten from Mr. William Tweed, in New York—the way in which the work is done. Now, a correspondence had been springing up between what I call the superintendent of property and a clerk under my charge. I tried to stop this. I wrote to Mr. E. B. Townsend, the superintendent of property, as follows:

BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA,

OFFICE OF CHIEF OF ENGINEERS,

Washington, D. C., April 29, 1874.

SIR: Having observed a communication referred by you to superintendent's branch of this office, I have to say that any information required from this office will be given



only upon application direct to the engineer in charge. No employé of the superintendent's room has authority to furnish information, except to this office.

Very respectfully,

ADOLF CLUSS,  
*Engineer in Charge.*

E. B. TOWNSEND, Esq.,  
*Superintendent Property, B. P. W.*

Afterward there comes a book-keeper. It is too much for him to read that letter, and he has to have it indorsed by a book-keeper. The indorsement is as follows:

WASHINGTON, D. C., *April 29, 1874.*

Adolf Cluss, engineer in charge, authorizes superintendent property to refer for information to engineer in charge. No employé of superintendent's branch has authority to furnish information except to this office.

Respectfully returned to the engineer in charge, inviting attention to the fact that the within letter conflicts with instructions of the board, dated August 26, 1873, a copy of which was furnished the engineer, and suggesting that the matter be submitted to the board for their consideration.

E. B. TOWNSEND, *Superintendent Property.*

MAY 14, 1874.

Q. You regarded it as one of the irregular workings of the office down there, that they abstracted letters and indorsed the contents on the envelope?—A. I consider that every little clerk has another little clerk to abstract papers, so as to make the system so complicated that whenever a case comes up you cannot fasten the responsibility upon anybody.

Q. You cannot, it seems, fasten responsibility upon a man who puts his signature to papers.—A. Under the workings of the system.

Q. And in your opinion it is a system of Tweedism?—A. It is a system of William M. Tweed, which was admired all over the United States before his irregularities were discovered.

Q. You, however, remained under that system from the date of your appointment, October, 1872, until the present time?—A. I have done the best I could to remedy it by talking the matter up, day by day, between different members of the board.

Q. Did you ever examine the system organized by Mr. William M. Tweed?—A. I knew the blanks were imported from New York.

Q. What blanks? Specify the blanks.—A. The blanks for vouchers and all those things.

Q. Suppose you were told that there was not a single blank for a voucher imported from New York, and you were satisfied that such was the fact, would not you think you were swearing a little hotly and hastily? Would not you think you were allowing your vindictiveness to run away with your judgment to some extent?—A. I do not know; perhaps I ought not to be so much in detail. I mean the whole machinery—blanks and so on.

Q. Now, what blanks? You are undertaking to testify here to facts.—A. Well, when I was inspector of buildings, when I consented to take the office under the board, I was requested to make a law for buildings in the District, and I did it according to the exigencies of the case. They at once imported a building law from New York, and wanted me to copy it. I didn't think it was the right thing for Washington, so I amended it. It was one of those cases where—

Q. Was that building law of New York one of Tweed's laws?—No, sir; it was an act of the legislature.

Q. You improved upon it?—A. Yes, sir; of course.

Q. And your improvement of the system was adopted here?—A. Well, it was a modified system; it was not improved.

Q. As modified by you, it was adopted?—A. Yes, sir.

Q. That is in answer to one case, or illustration of Tweedism; now give us another.—A. I have read in the investigation of 1872, that Mr. Shepherd, to the best of my knowledge, was asked about William M. Tweed, and afterward this very fact came out that they were in New York—especially visited there for the purpose of learning from their organization.

Q. From that source of information—from what you read there, you inferred their whole system was imported from New York, and all their blanks and forms adopted here. Is that it?

The WITNESS. The machinery?

Mr. MATTINGLY. Yes.—A. Yes.

Q. That is the source of your knowledge from which you are testifying here?—A. And from my acquaintance with the whole system.

Q. Are you acquainted with the Tweed system in New York?—A. Yes, sir; acquainted to some extent. I have some acquaintances employed in that—

Q. And you recognize the system here?—A. Yes, sir.

Q. And have acted under it?—A. Yes, sir.

Q. Now, will you please tell us what Tweedism, in your opinion, means—in your testimony here?—A. A very complicated system of keeping accounts. For instance, making the superintendent of property an independent office, you know, and then having the contract department. Instead of having it united they distribute it, so that nobody but the one, like the Jesuits in Rome, can control anything.

Q. That is what you call the complication?—A. Yes, sir; that is what I call complication.

Q. That is what you call Tweedism?—A. Yes sir. There was a common error all over the United States that this complicated system was perfect.

Q. You think the engineer in charge ought to have had control of all of these things?—A. No, sir, not exactly. Of course, I think the engineer in charge ought to have charge of the contracts, instead of having a bureau for it; there is not the least doubt about it. I think it wrong, for instance, if a property clerk buys the material and pays two prices for it, on account of his not being acquainted with the material. I think the engineers know more of the prices—of the value of the material than the clerk does.

Q. You think the engineer would know more about the prices of material than any property clerk?—A. Yes, sir.

Mr. MATTINGLY. That would depend very much upon who was the engineer and who was the property clerk, wouldn't it?—No response.

Q. I will read you from the investigation of 1872 what was said there about Mr. Shepherd's connection with Mr. Tweed, which is the source of all your knowledge from which you are testifying here.

Q. You stated the other day that you had never seen Mr. Tweed?—A. I did.

Q. Will you read it that paper and see if it refreshes your memory?—[The paper is handed by the witness.]

“FEBRUARY 21, 1872.

“MY DEAR SIR: Since I wrote you the evening I have been informed that Mr. Shepherd did not call on me, in company with a committee, and that I directed the chief clerk of the department of public works of which I was then commissioner, to show him the workings of the department and its forms, which he did. The matter had escaped my recollection, and I have not now the slightest recollection of it, but presume it is so. I write you that you may know exactly my relation with Mr. S.

“Yours, &c.,

“W. M. TWEED.

“BEN. E. GREEN, Esq.”

A. I don't see that it refreshes my recollection any. I said all that I had to say on the second examination, viz, that a friend of mine took me as I was passing up Broadway, to the engineer's office, and showed me the forms, some of which were given me. I never saw Tweed; never was introduced to him; never asked to be introduced to him. If I had I should have no hesitation in saying so.

By Mr. CHANDLER:

Q. Did you have any correspondence with him?—A. Never.  
(Page 423.)

Now, that is all the testimony relating to the connection between Mr. Shepherd and Mr. Tweed, and upon that you base your broad assertion that this system on which this District government has been carried on is a system of Tweedism?—A. It is this complicated system, I mean to say.

Q. You understand what is ordinarily meant by Tweedism at this time, do you not?—A. I can say at one time, when Mr. Shepherd went to New York, because it was so very complicated, it was believed that it was perfect. I do not refer to it in any odious way. I mean to say when Mr. Shepherd went to New York, all over the United States this system, so fraught with mischief, was admired because it was complicated.

Q. I asked you just now if you did not understand what is usually meant at this time by Tweedism?

[Witness pausing.]

Q. Do you or do you not?—A. I say—of course you know I did not say Tweedism. I think the record will show that I said the system which had been introduced by Mr. William M. Tweed in New York.

Q. Do you or do you not know what is now generally understood as the system of William M. Tweed? What would you suppose anybody here in this court-room would infer from your statement that this system was organized on the basis of the system of William M. Tweed, or was copied after that system?—A. I stated in many matters. I spoke of the machinery—doing the business.

Q. Very well; the machinery—doing the business. What would you infer the audience in this room would infer from that statement?—A. I do not know what the audience would infer. I would say again, what I complain of is the great complication.

Q. I understand that.—A. I have qualified my assertion.

Q. It is a very plain question, it seems to me, and I think you can answer it, and I do not much care how you answer it, only I want an answer. Do you or not know what is at this time generally understood by a system organized or copied after the system of William M. Tweed?—A. Qualified as I have it, whoever can, or wants to understand, will find that the complaint is of this great complication, where you cannot fasten the responsibility upon anybody.

Q. It was not qualified at the time you made the statement?—A. I think I did qualify it.

Mr. MATTINGLY. O, no. I will put this question to you: Do you mean to say that this system was organized here, or copied after the system adopted by Tweed in New York, for purposes of corruption and fraud?—A. No, sir; I did not mean anything like that.

Q. Do you know of fraud or corruption on the part of the board of public works?—A. I know of gross neglect; I have never said that there was any fraud.

Q. Do you know of any corruption or fraud on the part of the board of public works of the District?—A. No, sir; I do not. Certainly not.

Q. Do you know of any cases of grosser neglect than certifying to



vouchers, as you have, without knowing of their contents, or as you say you have?—A. I have reported to you how I signed those vouchers.

Q. I am not asking you about that. I am asking you whether you know of any case of grosser neglect than that, by any other member of the board of public works?

[Witness pausing. After a brief pause witness says:]

A. I do not admit this was any neglect in any shape or form.<sup>2</sup> Of course, the matter was done so off-hand that indeed I was only aware that I had to sign those vouchers which had come from our office—but indeed it was more than I thought—

Q. It was your duty, as head of the department, to sign them, was it not, and very proper for you to do so?—A. Well, if the work had been done in our department, I could very well have signed those vouchers; but, as it was, everybody will see it was absolutely impossible to know what it was. It was brought, you know, by these assistants.

Q. Do you know of any case of grosser neglect than that? If so, detail the fact.—A. It was certainly grosser neglect to ask me to do those things.

Q. You think it was grosser neglect for anybody to ask you to do those things than for you to do them?—A. Certainly.

Q. And that is your instance of grosser neglect?—A. I signed those papers brought to me by the assistant.

Q. Who asked you to sign those papers?—A. Of course everybody knows that it is indirectly the governor.

Q. Who, if anybody else, asked you to sign them? It must have been somebody directly. Now, who asked you directly to sign these papers?

[Witness pausing.]

Q. Did they not come to you as the head of the engineering department in the ordinary course of business of the board of public works?—A. No, not in the ordinary course of business, because the ordinary course of business was to keep the Government measurement concealed from us.

Q. The ordinary course of business was to keep the Government measurements concealed from you?—A. Yes, sir. I did not know anything at all about them.

Q. It was not concealed from you when they were submitted to you by the pile which was exhibited to you a little while ago and signed by you, was it?—A. The Government measurement on which money was obtained I had no knowledge of, until I saw it in the governor's answer.

Q. I have already shown you where your name was signed for upward of a million of dollars?—A. I have testified the first day—this is a case.

Q. Now, you return to that constantly, that the measurements of Government property were concealed from you because the measurements upon which the money was obtained were not signed by you. Is that it?—A. No, sir; because I did not know at all what I was doing.

Q. Were not measurements on which the money was obtained measurements made by General Babcock, with which your office had nothing to do?—A. I have made statements already in regard to that.

Q. Do you know of any other cases of grosser neglect on the part of the members of the board than the signing of these estimates for the measurements of Government work, without knowing what was in them?

[Witness pauses.]

Q. Any other cases of grosser neglect than that?—A. Certainly.

Q. Let us have them.—A. I have stated this was asked from me as a mere clerical matter.

Q. What was that?—A. An assistant, paid \$3,600 a year, had brought those papers there, and it seems, as a clerical matter, for the purpose of gaining more confidence in Congress, my signature was asked.

Q. Then the assistant brought you these papers on the 12th of November. You kept them for eight days, and returned them, each one signed by you. And now you come here and say you returned them after eight days with your signature, with a long letter accompanying them, explanatory of them, and giving an abstract of them, and that it was a mere clerical matter on your part, and submitted to you, and that you signed them without consideration. Now, can you indicate any other cases of grosser neglect on the part of members of the board of public works than that?—A. I wish to say these papers were for a week, to the best of my knowledge, there. They were just as I stated repeatedly—they were brought to me in order to have a proper shape.

Q. Was it not proper they should be brought to you? I have understood your complaints all along were that you knew nothing about this Government property; that you were not consulted about it; that you had no opportunity to inspect the measurements.—A. That is so.

Q. Now, you say that they were brought to you for your signature. Day before yesterday, you said you had not signed anything, and that you knew nothing about Government measurements, and that you were not responsible for them in any way.—A. I still say so.

Q. I understand that, notwithstanding all these facts staring you in the face, your complaint was you were not consulted. Now, it appears you were consulted. You say these papers were brought to you. I ask you whether it was not the proper and correct thing that these papers should be brought to you for your signature? Ought they not to have been signed by you?—A. Yes, sir; they ought to have been signed by me, but they ought to have been prepared under my direction, so that I could finally sign them.

Q. You knew that when you signed them?—A. Yes, sir; I did.

Q. Why did you sign them?—A. Because out of accommodation to the governor.

Q. Do you mean to say the governor asked you to sign them?—A. Official courtesy.

Q. Now, I put the question again to you. I have not been able to get an answer yet. Do you know of any other grosser neglect than that?—I do not admit it is any case of gross neglect at all.

Q. That is your answer?—A. Yes, sir.

Q. Do you mean to be understood as saying that the engineer's office is not a subordinate office to the board of public works?—A. The engineer's office is, of course, a branch of the board of public works.

Q. Is not it a subordinate office of the board of public works?—A. It is a part of it.

Q. Is it any more a part of it than the auditor's office, or the superintendent of assessments' office, or the superintendent of property?—A. It is no comparison at all. The engineer's office is *the* office.

Q. In your opinion, the engineer's office is the office of dignity under the board of public works?—A. It is the proper place in the office where improvements are carried on. Of course, if it is not, you cannot have success.

Q. You have alluded, throughout your testimony, to the fact that the vice-president of the board detailed Mr. Oertly to measure work done

by John O. Evans and Albert Gleason. Is that so?—A. I believe I have answered the question.

Q. You have alluded to that throughout your testimony on day before yesterday?—A. I believe so.

Q. Was Mr. Oertly detailed by the vice-president to make any other measurements of work done by these gentlemen than such as related to the Washington canal?—A. Yes, sir; to the best of my knowledge.

Q. What?—A. I have here three vouchers, aggregating \$374,736; I found the last one of them on the book, B. Oertly, deputy engineer. But I find from the annual report that, against my instructions, the auditor passed these bills without my signature, and the treasurer of course paid the money on them.

Q. Is that an answer to my question?—A. Yes, sir; these contain other work than the canal.

Q. I mean, by the canal, the canal and the streets having immediate connection with the filling of the canal.—A. This is Farragut Square, Scott's statue, flagging complete; P-street circle, Seventeenth street, from New York avenue to B street—it is all the work of Mr. Evans, and I wish to be allowed to say—

Q. Do you mean to say that Mr. Oertly was detailed by the vice-president of the board to make those measurements?—A. I asked him about it when I found the list—

Q. Just answer my question. Do you mean to state here, under oath, that Mr. Oertly was detailed by the vice-president of the board of public works to make these measurements to which you have alluded?—A. He so informed me.

Q. You swear to that?—A. When I reprimanded him for it—

Q. Swear to that?—A. When I reprimanded him for it, he told me he could not be blamed; that he did it under orders of the government. In one case, I believe, and I think in all cases. However, Mr. Mattingly, that was one of the mixed-up measurements, that I did not know exactly how it was.

Q. Massachusetts avenue and P-street circle?—A. Mainly all Government work. It refers to work, as I say, in the aggregate \$374,736.78.

Q. You had nothing to do with that work?—A. No, sir.

Q. Nothing with the measurement of it?—A. It was done—

Q. What did you have to do with it?—A. To make out the final vouchers afterward; but this voucher here which was passed in this irregular way I mean to say—I do not mean to say there was any fraud in it. It was most likely more for the purpose of getting hold of money very fast, you know, and having the partial estimate. I mean to say that I had afterward, in order to have this thing correct, to make a final voucher for this, and these final vouchers were mainly copies of these here. That is, in fact, how I found out.

Q. The final vouchers which you say you made were copies of the partial vouchers?—A. Yes, sir.

Q. Is that your way of doing business?—A. I had Mr. Barney to go over it; and after Mr. Barney had measured it, and I had looked at it—of course that is the way of doing business.

Q. State whether that is signed by you.—A. Under me the voucher of—

Q. Just answer me that question, whether this is your signature.—A. This is the final voucher I had reference to, signed by Mr. Barney and myself.

Q. Final voucher of what?—A. Of Farragut Square—work done by J. O. Evans.



Q. That includes all the partial estimates?—A. Yes, sir. In justice to myself, I would request the voucher of September 1, 1873, for John O. Evans, to be brought in, and then I can explain.

Mr. MATTINGLY. Any one you desire. [The following is the voucher referred to relating to Farragut Square:]

*Pavements for sidewalks and carriage-ways.*

*Washington, D. C., September 30, 1873.*

Board of Public Works, D. C., to John O. Evans, Dr.,  
13,739 square feet of flagging for crossing laid, at — cents per foot..... \$8,243 40

I hereby certify that I have measured and inspected the work done by John O. Evans on the improvement of Farragut Square, (between — and — streets,) in squares —, embraced in the foregoing account, which work was done under the order of the board of public works, (contract No. —,) and find it correct as to quantity and quality, and that the work has been done and material and labor furnished as per contract and specifications.

CHAS. E. BARNEY,  
*Assistant Engineer.*

Dated September 30, 1873.

Approved September 30, 1873.

ADOLF CLUSS,  
*Engineer B. P. W., in Charge.*

I certify that the foregoing bill is correct in form, and that the prices are according to contract, and is therefore audited in the sum of —

\_\_\_\_\_,  
*Auditor B. P. W.*

Dated ———, 187—.

[Indorsed: 9860. B. P. W., vol 4, 1873. Cert. No. 4599. Account 1338, B. P. W., vol. —, 1874. Pavements for sidewalks and carriage-ways. Sept. 30, 1873. John O. Evans's bill, for work done on Farragut Square, (bet. — and — sts.) \$——. Final measurement. Resp'y forw'd to B. P. W. for transmittal to auditor. Adolf Cluss, Eng'r in charge, Oct. 4, '73. Respectfully referred to the auditor. Edward Johnson, asst. secretary. 10, 6, '73.]

Q. Is this signed by you? [handing witness John O. Evans's bill for work done on P-street circle.]—A. That is what I have stated—the final vouchers I have signed.

Q. Are these final vouchers false?—A. No, sir.

Q. Are they correct?—A. To the best of my information and belief.

Q. And they include the partial vouchers, do they not?

The CHAIRMAN. The final voucher of the P-street circle is signed by Mr. Barney and Mr. Cluss.

Mr. MATTINGLY. Yes, sir.

The WITNESS. Since the chairman has asked the question, I will explain the working of our office. Mr. Oertly having been detailed to measure the work of Mr. Evans, Mr. Oertly measured it, and in this case again Mr. Barney, as a courtesy to an assistant in the office, who is equal with him, signed the voucher and the measurement of Mr. Oertly. The measurement is Mr. Oertly's. I can show you at once it is copied from the partial voucher, which I will have brought in.

By Mr. MATTINGLY:

Q. Wasn't it your duty, when you were making out a final voucher, to be signed by yourself and Mr. Barney, to see that the proper amount of work alone was allowed, and proper rates allowed for it—to see that it was correct?—A. Certainly.

Q. Did you do that?—A. I have explained that before. I have not understood it. There are a great number of vouchers that I have to

sign. I generally go over them. I would see that they were generally correct.

Q. Here is a bill of John O. Evans for the triangular reservation west of the P-street circle—upward of \$10,000—signed by Adolph Cluss and Mr. Barney.—A. That is signed by Mr. Barney and myself. It is a final voucher. This is measured by Mr. Oertly, and, therefore, as far as accuracy is concerned, a sample now.

[The following is the voucher for P-street circle:]

*Pavements for sidewalks and carriage-ways.*

WASHINGTON, D. C., September 30, 1873.

BOARD OF PUBLIC WORKS, D. C., TO JOHN O. EVANS, DR.

17,490 square feet of flagging for crossings laid, at 60 cents per foot. ....\$10,494 00

I hereby certify that I have measured and inspected the work done by John O. Evans on the improvement of P-street circle, (between ——— and ——— streets,) in squares ———, embraced in the foregoing account, which work was done under the order of the board of public works, (contract No. ———,) and find it correct as to quantity and quality, and that the work has been done and materials and labor furnished as per contract and specifications.

CHAS. E. BARNEY,  
*Assistant Engineer.*

Dated Sept. 30, 1873.

Approved Sept. 30, 1873.

ADOLF CLUSS,  
*Engineer B. P. W., in charge.*

I certify that the foregoing bill is correct in form, and that the prices are according to contract, and is therefore audited in the sum of ———.

Dated ———, 1874.

*Auditor, B. P. W.*

[Indorsed: Cert. No.—. Account 1340, B. P. W., vol. —, 1874. Pavements for sidewalks and carriage-ways. Sept. 30, 1873. Jno. O. Evans's bill for work done on P-street circle, (bet. — and — sts.) \$——. Final measurement. Vou. 4599, '73.]

By JUDGE BLACK:

Q. Was it correct?—A. O, yes.

Q. Is that true?—A. O, yes; I have stated so upon the outset.

Mr. MATTINGLY. He has said that everything signed by Mr. Barney and himself is correct.

Q. Here is another triangular reservation west of P-street circle—final measurement. Is that signed by Mr. Barney and yourself?—A. Yes, sir. This is a copy of the other. These figures are inserted in the auditor's office. Now it is very clear I sent two vouchers down—one of them foots up \$11,000, and the other \$15,000. That will need explanation. [After examining two vouchers.] There, I have got them now. [Laughter.] Here, the first time I saw this voucher, [referring to unaudited voucher of John O. Evans for Mount Vernon Square,] it was \$1.24 a square foot of flagging—23,760 square yards. Here was a voucher, referring to audited voucher, made out at 60 cents, which makes \$2,256. Here, in the second voucher, \$4,700 is taken out, and then afterward—well, you see that is one of the objections to the bills being left at the engineer's office in blank. Instead of the auditor auditing, he made the bills. Here is one of the irregularities.

The CHAIRMAN. Please explain the vouchers.

[The witness proceeds to do so to the chairman.]

The CHAIRMAN. [after listening to the explanation of the witness.]

There are two items there; one item is at \$1.25, which was reduced by somebody to 60 cents.

The WITNESS. No, 60 cents first, and then afterward increased to \$1.25.

Mr. MORRIS, (clerk.) No, it was just the reverse of that.

The CHAIRMAN. It was made out at \$1.25 and reduced to 60 cents, another item of the same time; and the final voucher that went to the auditor is the reduced voucher.

Mr. MORRIS, (clerk.) I ask leave of the committee to make a statement right here.

The CHAIRMAN. Certainly.

Mr. MORRIS. I wish to say that the 1,297 feet of granite curb in this bill that Mr. Cluss refers to was put in at \$1.42, that including the price of the curb; but it being ascertained that the curb belonged to the board, the contractor was consequently not entitled to receive pay for it, and therefore was allowed, when the account was audited, only 30 cents, the price of setting. It made a difference of \$1.12 a foot on 1,297 feet of curb.

By the CHAIRMAN:

Q. (To the witness.) Turn to that voucher, and you will find your signature is on the back and on the face of it.—A. It always left my office in blank. I have explained to the committee that all this money on these vouchers was inserted in the auditor's office.

Q. You state that the amounts in money are affixed to these vouchers after they left your office?—A. Yes, sir; invariably.

Q. Prices?—A. Yes, sir.

Q. Therefore the verification of your office is simply a verification of measurements and quantities?—A. Yes, sir.

Q. I understood you to say, a moment ago, that you objected to that method?—A. Yes, sir.

Q. You thought the engineer's office ought to also have some verification as to the amounts paid?—A. Yes, sir. Since the 1st of January I have succeeded in having a change made in this respect. I now especially certify that I have measured and inspected the work, and that such work was done up under the order of the board of public works under contract—No. 70993 for instance—and that I find it correct as to quantity and quality; that the work has been done, and the material and labor furnished, as per contract and specifications.

Q. That is your certificate?—A. Yes, sir.

Q. As to quantity and quality?—A. Yes, sir. The paper is then sent to the auditor afterward, who certifies to the price in addition to what the engineer has done before.

By Mr. STANTON:

Q. State where the rates were taken from when they were stated in the auditing of the account?

Mr. MATTINGLY. They were taken from the contract, of course.

The WITNESS. The contract does not mention the rates generally.

Mr. MATTINGLY. Doesn't it? In most cases it is the board prices, and then in some cases afterward the contract states the price—the board prices.

Q. You think the prices ought to be fixed in your office, where the quantity and quality is fixed?—A. Yes, sir.

Q. And not in the auditor's office?—A. Yes, sir; the auditor afterward should look over it to see if it is correct.

Q. Does he fix the rates, or takes those established by the board in some



cases, and in other cases the rates fixed by the contract where the special rate is fixed by contract?—A. Yes, sir; this is just the complicated business that I am complaining of, and it requires, in my opinion, the co-operation of the engineer, and cannot be done by mere clerks.

Q. State whether the auditor undertakes to establish the rates, or merely takes the rates fixed by contracts when it is so established by contract, and in other cases the rates fixed by the board?—A. It seems he frequently establishes the prices, for I find in the testimony of the board here that when the price of \$4 cents a square yard of flagging was established, they undertook to pay 90 cents, because he thought the engineer had forgotten something. I do not think he had a right to think so.

By Mr. MATTINGLY:

Q. In that very case had not you given the details which made up that \$4 cents, and did it calculate anything for haul?—A. If there is flagging—

Q. Just answer my question. I do not want you to go into details about flagging, just now; you have alluded to that. I just want you to answer that question, whether you did not fix that price of \$4 cents?—A. There was haul in it.

Q. You say now that the haul was included in that \$4 cents?—A. For sure.

Q. All right.—A. Most positively; because 50 cents includes the price of haul from New York to Washington, and from the wharf to the place—

By Mr. BLACK:

Q. Were the contracts made by Mr. Evans paid according to the work actually done?—Yes, sir.

Q. There was no false measurement for him?—A. No, sir; not to the best of my knowledge.

Q. Those measurements were made by your assistants?—A. Yes, sir.

Q. They were properly and accurately made, as far as you know?—A. Yes, sir; so far as I know.

Q. And you certified them to be properly and accurately made?—A. Yes, sir.

Q. The certificates that you made in those cases were not negligently made?—A. No, sir.

Q. You did not merely close your eyes and sign them at somebody's request, without knowing whether they were true or false? You made the proper investigation before you signed them?—A. Certainly; yes, sir; for sure. Wherever I have regular business I do that always.

Q. The work was paid for at fair and proper prices, was it not, always?—A. I would not say so. The prices were excessive.

Q. His work was paid for at proper prices?—A. I say some of the prices were excessive.

Q. How did they come to be paid excessively; by blunder?—A. I do not know.

Q. By a blunder or a fraud?—A. I do not know.

Q. You do not know?—A. One dollar and twenty-five cents per square foot for flagging is more than I ever gave before, you know, and this is one of the vouchers which you have just shown me upon Mount Vernon square.

Q. How were the prices established for that square?—A. I request the counsel for the District to show you. I do not know.

Q. I am not counsel for the District, but I will show you how, nevertheless.

Mr. BLACK. Mr. Evans addressed a letter on the 14th of May, 1873, to the board, requesting that the price be established. Mr. Adolf Class answers that, when the subject is referred to him, by fixing the price.

Mr. WILSON. Please give me the date of that.

Mr. BLACK. Certainly, sir. May 14, 1873.

The WITNESS. That don't touch the point.

Mr. BLACK. 84 cents. You will find it on page 1856. You say there, "I estimate it a fair cost." And then you give the items, amounting in the whole to 84 cents.

The WITNESS. I have explained before that this was one of the cases. I requested that this voucher be brought here. This price is in Mr. Oertly's handwriting. Mr. Oertly fixed that price.

Q. And then you did not sign this?—A. Yes, I did sign it; and I told the committee the other day that this is in fact, in my every-day business the only point where I know, where I have, perhaps, not done my full duty in looking close enough. But this don't cover the case. I have asked for the order in which \$1.25 was established per square foot for flagging. You spoke of 84 cents, and spoke of \$1.25.

Q. Was not this the price that Mr. Evans got—84 cents?—A. Will the counsel be kind enough to show me the voucher for Mount Vernon square. It is \$1.25, I believe.

Q. Look at this; [handing witness paper;] read that letter. Witness read aloud as follows:

NEW YORK, April 28, 1873.

GENTLEMEN: We have a lot of selected bluestone flagging, say about twenty to twenty-five thousand feet, from 2½ to 4 inch thick, even four feet lengths and from 2½ feet to 4 feet wide, planned to an even surface, such as is used here for first-class work.

We will deliver the same to you on wharf, Washington, D. C., at seventy-five cents per square foot. Delivery to be complete within thirty days. Awaiting your reply.

We are, gentlemen, very respectfully, your obedient servants,

VAN BRUNT & BROTHER.

HON. BOARD OF PUBLIC WORKS,

Washington, D. C.

Q. Now please read the indorsement?

[Witness reads the indorsement, as follows:]

[Indorsement.]

BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA.

Washington, April 30, 1873.

Respectfully referred to the engineer in charge for report. This will be necessary for the P-street circle, if the price is a proper one.

By order of the board:

EDWARD JOHNSON,

Chief Clerk.

Q. Now read the order to Van Brunt & Brother, based on that? [Witness read as follows:]

BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA,

Washington, May 6, 1873.

GENTLEMEN: You are hereby requested to ship to this board from twenty to twenty-five thousand feet of bluestone flagging, from 2½ to 4 inches thick, even 4 feet lengths, and from 2½ to 4 feet wide, and to be delivered at the wharf in this city within thirty days, at seventy-five cents per square foot.

By order of the board:

EDWARD JOHNSON,

Chief Clerk.

MESSRS. VAN BRUNT & BRO.,

75 South st., New York.

True copy:

CHAS. S. JOHNSON,

Secretary.

Q. Look at the indorsement on the lower part of that paper, and read it.

[Witness read as follows:]

The P-street circle is completed; otherwise the price is reasonable; if quality is as represented, it will cost us only about 15 cents addition per linear foot for jointing.

ADOLF CLUSS.

Q. Is that in Mr. Oerly's handwriting or yours?—A. That is in mine.

Q. Is the signature yours?—A. Yes, sir.

Q. How much does that make a foot?—A. This refers to extra thick flagging, and this makes it 75 cents, and then afterward 15 cents, which makes it up to 90.

By Governor SHEPHERD:

Q. Add your price here—34 cents fixed by you upon this date. Doesn't it make it \$1.24?—A. I wish to see the detail. No, it don't make \$1.24.

By Mr. MATTINGLY:

Q. Ninety cents and 31 cents don't make \$1.24?—A. There is 31 cents; taking out the wind is 6 cents, jointing is 10 cents—16 cents—is included in this 34 cents, and, therefore—

By Mr. BLACK:

Q. Now, if the prices paid to Mr. Evans were too high, that was a wrong against the public, was it not?—A. I think it was.

Q. If the public was wronged by the payment of those prices to him, who permitted the wrong?—A. The party who awarded the \$1.25.

Q. Who awarded him; the party who fixed the prices, was it not? The officer who fixed the prices must have been the person that did the wrong against the public, if he fixed them too high?—A. The officer who fixed the \$1.25; and I claim that these figures here do me add up \$1.25; and I claim further that this is extra-thick flagging; from  $3\frac{1}{2}$  to 4 inches thick; while this flagging was mainly common, thin flagging and not flagging of extra thickness.

Q. Do you mean to say you are not responsible for the adjustment of these prices?—A. For the \$1.25 I am not responsible. It is more than I have allowed, you know.

Q. How much more?—A. Will you allow me to figure this up. That is plain flagging; that is machine-work flagging, so it is not in the circles; this flagging in front of the Patent Office and the Post Office. Now, I say if this price of 31 cents which I have asked for the original voucher for—in these prices, is taking out wind.

By Mr. STANTON:

Q. Is there any difference in the thickness?—A. Yes, sir; this is extra thick flagging.

Q. What is the expression there—from 2½ to 4 inches?—A. Yes, sir.

Q. What was the thickness of Mr. Evans's flagging?—A. His contract calls for two inches thick, so far as I remember; not less than two inches thick.

By Mr. BLACK:

Q. The trouble is here: if you approved all these prices before the work was done, and afterward approved the bill for doing them at those prices, how do you account for it unless they were really right?—A. Seventy-five cents is the price for extra thickness and plain flagging here. It is not for the common flagging.

Q. Did you not approve of the charge of \$1.24 for the work?—A. No, sir.



Q. You never did?—A. Well, I cannot figure it up that way.

Q. One dollar and twenty-four cents; didn't you approve of that as the total price for doing that work?—A. No, sir; I did not.

Q. You never did?—A. No, sir.

Q. Is this your handwriting? Is not that an approval of that price?—

A. This is again one of the bills that left my office in blank.

Q. Then you mean to say that paper is a fraudulent paper, and that your name was got to it without your knowing it?—A. I believe the committee understand what I have said, that this name was here before those prices were inserted.

Mr. WILSON. Mr. Black, if you will look at the certificate you will see the engineer only certifies to quality and quantity, not to prices. He has explained that to the committee several times, and it has been explained by Mr. Barney and the other engineer also. There seems to be no controversy about it. Those are put in by another officer.

Governor SHEPHERD. He fixes the price, though, in that letter.

Mr. WILSON. That is another matter. I am not talking about that.

Governor SHEPHERD. In that letter upon which the contract is let, and then the voucher is audited upon that contract.

The WITNESS. I do not admit it.

Governor SHEPHERD. No, it seems you do not admit anything that is proper to be admitted.

The WITNESS. Here is the price that is put down.

The CHAIRMAN. What particular flagging is now under consideration?

Governor SHEPHERD. The better quality of flagging. There are only two qualities laid.

The CHAIRMAN. Do I understand you, Mr. Cluss, to state that the quality of flagging mentioned in the letter which has your indorsement upon it if put down is not worth \$1.24? Do I understand you to say that quality is not worth \$1.24?

The WITNESS. This quality which has been actually put down you mean?

Mr. WILSON. He is speaking of the quality you speak of in your letter.

Governor SHEPHERD. He approves the quality in this voucher—the quantity and quality.

The CHAIRMAN. I want to understand whether you now say that the quality of flagging mentioned in that letter is worth \$1.24, or not?—A. No, sir; it is not worth \$1.24; this quality in the—the stock is worth 75 cents. Now, take even those high rates which I have explained, and Mr. Oertly got me into. There is grading 3 cents; then jointing 10 cents; then, again, taking out of wind, 6 cents; then again, furnishing sand and laying and grouting, 15 cents. That makes \$1.09, and not \$1.24. The established price for this best kind of flagging would foot up, according to the document which counsel have brought here, to 75 cents, plus 3, plus 10, plus 6, plus 15 cents.

Q. Then you include in these small items the 15-cent item which you have alluded to in the indorsement on that letter?—A. Yes, sir; of course.

Mr. CHRISTY. I desire to ask this question in this connection, as to the quality of flagging, in fact, laid at Mount Vernon Square?

The CHAIRMAN. That is another question.

Governor SHEPHERD. Here is the voucher showing it to have been the best quality.

The CHAIRMAN. I want to know whether at Mr. Cluss's estimate of the quality he, himself, indorsed; he says 109?

The WITNESS. Even putting it at all those high rates, and it will only foot up to 109.

Governor SHEPHERD. Will you allow me to ask the witness a question? Here is his approval of a certain class of stone at 75 cents a foot, and 15 cents additional for jointing; that makes 90 cents. He puts down the necessary grading in the other estimate at 3 cents; he puts down the taking out of wind, &c., 6 cents.

The WITNESS. It is taken out of wind already.

Governor SHEPHERD. Furnishing sand and laying and grouting, 15 cents. What do you allow for waste in this estimate?

A. Not a cent, if you pay such immense prices.

Governor SHEPHERD. But you say these are reasonable prices.

The WITNESS. An engineer don't allow any waste; he gives his net price.

Governor SHEPHERD. Here is some stone delivered: pardon me a moment, Mr. Chairman, I want an explanation of this matter. Here is some stone delivered to the board of public works at 75 cents a foot on the wharf. On your recommendation as to that being a reasonable price in getting at the prices charged the United States Government, I ask you what would be a fair percentage of waste in that flagging in putting it down around the squares for the United States Government by the board of public works. What would be the proportion of waste in order to get at the net cost to the board of public works for this flagging as it is laid?

A. Well, there ought to be hardly any waste.

Governor SHEPHERD. Name an amount.

The WITNESS. This price includes stone four feet long; therefore there ought to be no waste.

Governor SHEPHERD. Suppose pieces were broken. Is it natural that the stone should be broken in being transported from place to place?

The WITNESS. There ought not to be any broken.

Governor SHEPHERD. Such a thing does not occur at all?

The CHAIRMAN. Let me ask you a question right there, governor?

Governor SHEPHERD. With pleasure. I shall be most happy to respond to any question you may ask.

The CHAIRMAN. Is this flagging which you have charged the Government \$1.25 for of the character we have now been talking about?

Governor SHEPHERD. It is.

Mr. WILSON. Let me ask you a question. Mr. Evans has laid a very large amount of flagging around Government property?

Governor SHEPHERD. Yes, sir.

Mr. WILSON. Is it all of this character?

Governor SHEPHERD. No, sir.

Mr. WILSON. And have not you charged at the same rates for all the flagging that has been laid by Mr. Evans?

Governor SHEPHERD. I think not. If so, it is a mistake and should be corrected.

Mr. WILSON. Will you name to me a single case where you have not charged at the same rate as this one around P-street circle?

Governor SHEPHERD. I will do so with pleasure: Seventh street, Twelfth street, Fourteenth street, and B street.

Mr. WILSON. What rates have you charged there?

Governor SHEPHERD. Ninety cents is the price.

Mr. WILSON. What kind of flagging is it?

Governor SHEPHERD. It is the second quality of flagging.

Mr. WILSON. What is it worth?

Governor SHEPHERD. That is the thing that we have had under discussion so long, and in regard to which we have had so many witnesses. The fact as established by Mr. Cluss is that it is worth 84 cents, and 6 cents haul, which makes it worth 90 cents.

Mr. WILSON. I am not asking you to swear by Mr. Cluss.

Governor SHEPHERD. Pardon me, I am not swearing by him. I should not undertake to do anything of that kind.

Mr. WILSON. I want to get at the facts. Have you a bill of prices for that flagging?

Governor SHEPHERD. What do you mean by a bill of prices?

Mr. WILSON. Simply, have you a price-list?

Governor SHEPHERD. We have the original vouchers paid by the board of public works.

Mr. WILSON. I am not asking you about that. Have you a price-list of that kind of flagging? It don't make any difference to me what you paid for it.

Governor SHEPHERD. What do you mean by the prices?

Mr. WILSON. I mean the prices at which that flagging can be bought in the market. Have you the prices at which it can be bought in the market—regular prices for that kind of flagging?

Governor SHEPHERD. Mr. Evans has the prices, the original invoices of the flagging, which he proposes to put in as soon as this witness is through—the original invoices.

Mr. WILSON. [Turning to Mr. Cluss.] Mr. Cluss, have you the price-list?

Mr. CLUSS. Yes, sir. [Handing a paper to Mr. Wilson.]

Mr. WILSON. Look at this and pick out on that the kind of flagging Mr. Evans has put down around this Government property, and then tell me the price at which it can be bought.

Governor SHEPHERD. This is the flagging. It says here, "The price of large flag," which we are discussing, "either one or both ways, is subject to special contract." Mr. Evans has the original vouchers, and he proposes to put them in for the consideration of this committee, as to the amount paid by him.

Mr. WILSON. Now, Governor Shepherd, what is the size of this flagging that has been put down by Mr. Evans around Government property?

Governor SHEPHERD. (Turning to Mr. Evans.) Mr. Evans, you are more familiar with that matter than I am. Will you please answer Mr. Wilson?

Mr. WILSON. I do not want Mr. Evans to answer; I want you to answer the question. What is the size?

Governor SHEPHERD. Mr. Evans is more familiar with these matters than I, and doubtless could answer you more satisfactorily.

Mr. WILSON. I prefer to have you answer.

Governor SHEPHERD. Very well, sir; I will do so. Five and six feet is what Mr. Evans states.

Mr. WILSON. Is it rough or smooth flagging?

Governor SHEPHERD. It is smooth flagging.

Mr. WILSON. I see on this price-list it is indorsed: "Price-list of Thomas Booth, wholesale dealer in North River bluestone, Wilbur, (Kingston,) Ulster County, New York." "Price-list for 1874, delivered in New York, and vicinity, adopted by the trade, February 26, 1864. This flagging five to six feet and five feet and five feet six inches is put down on this at 18 cents, and six feet six inches is put down on this at 20 cents.



Governor SHEPHERD. That I understand to be random flagging, promiscuous flagging. The witness, Mr. Emery, testified to that fact.

Mr. WILSON. Is this put down around the Government property; for instance, down here on B street, near around the Botanic Garden? Is that anything but random flagging?

Governor SHEPHERD. That on Twelfth street and Fourteenth street is good flagging. I am not certain about that around B street because a good deal of the old flagging was put there, which I stated to the committee when I was on the stand, I did not know about.

Mr. WILSON. But is not this random flagging different sizes?

Governor SHEPHERD. No, sir; first class flagging of its kind.

Mr. WILSON. I am not saying it is not. But is not this the kind of flagging that is described in this price-list as being worth 18 to 20 cents?

Governor SHEPHERD. No, sir; it is not.

Mr. WILSON. You say it is not?

Governor SHEPHERD. I say so.

The WITNESS. I was asked the other day by the committee about the flagging at Thirteenth street, opposite Farragut Square—around Farragut Square. Here I see a charge of 1,944 square feet of side flagging—

By Mr. STEWART:

Q. I want to exhaust this other subject before you go on to another. I would like to see fair play in regard to this all around. You certify there that this flagging would be worth delivered on the wharf 75 cents, and that an order was signed on that basis. Then what has been charged for taking it up?—A. For haul, grading, taking out of wind, laying, &c., amounts to 50 cents a foot; that is the other charge, making \$1.25 per foot.

Q. Now, admitting that you are right in the 75 cents, because that order appears to have been based upon your letter, admit that as correct, it is worth 75 cents on the wharf; but you say it was an exorbitant price to take that from the wharf, to take it out of wind, dress it, and lay it, to make a good job of it?—A. That is taken out of wind already dressed. That is machine-dressed flagging.

Q. What would it cost to haul it from the wharf to P-street circle?—A. 3 to 4 cents.

Q. Then what will it cost to grade the ground and prepare it—to put it down?—A. The ground was graded there, you know.

Q. You have to smoothe the ground?—A. About 3 cents.

Q. What else do you have to do?—A. I have to lay it, and I have to joint it.

Q. How much would that cost?—A. I think about 10 cents.

By Governor SHEPHERD:

Q. You put down 15 cents in this indorsement?—A. Yes, for this extra thickness.

Governor SHEPHERD. No; you were speaking about this very flagging.

Q. Fifteen cents then for jointing?—A. Yes, sir.

Q. You say, if you should buy a lot of flagging in this way, you would not be likely to have some of it broken and injured in the handling? Do you not make any allowance for that? Could you get it all down and make it count foot for foot?—A. The cut stone for the Treasury Department is got—

Q. I want the fact as to whether there is any waste from the number of feet.—A. There may be a small quantity of waste.

Q. The jointing would take a little off?—A. Yes, sir.

Q. What percentage would you allow, if any?—A. I paid for the setting then, of course.

Q. It is measured on the wharf, so many feet delivered?—A. Four feet. I paid the extra price, because it is the exact length.

Q. Is there or not any waste?—A. Yes, sir.

Q. Shall we say 2 cents for waste?—A. Well, yes, sir.

Q. Then you say grouting?—A. Yes, sir; 15 cents. It is a high price which I cite.

Q. Is there anything else?—A. The jointing.

Q. We have got that in?—A. Yes, sir.

Q. Is that all?—A. Yes, sir.

Q. Now, let us see how much that makes. That makes \$1.14. Now, when you charge up to the Government, do you allow the board any percentage on the management? Five per cent. is not then on that, or have you calculated that?—A. I do not know. I have nothing to do with that.

Q. Then, after you got your rock on the wharf, did you add a reasonable charge for any profit to the contractor?—A. The highest price of profits.

Q. Then it cost 11 cents too much?—A. Yes, sir.

The WITNESS. I here present the bill for this very flagging of Nicholas Acker, dated August and October, 1869. Here it is.

*The Corporation of Washington City to Nicholas Acker, Dr.*

WASHINGTON, October 2, 1869.

1869.

Aug-Oct. To work performed and materials furnished under contract for completing the sidewalks, gutters, and crossings along Franklin school-house:

To 4,723 square feet of flagging, at 40 cents.....	\$1,839 20
To 306 feet linear feet of dressed curb-stone, at \$1.....	306 00
To 175½ square yards of paved gutters, at 80 cents.....	140 40
To 407 linear feet of North River gutter-stone and bridging slabs, at 40 cents.....	162 80
To 14½ feet (circular) granite curb, at \$1.60.....	23 20
To one bluestone steps, dressed, 5½ feet long, \$1.50.....	21 50
To cutting two coal-holes and furnishing iron covers.....	8 50
To labor in fitting blocks under granite step and furnishing material therefor.....	18 00
To two setters and two laborers, resetting curb according to directions received.....	16 00

2,585 60

The above bill is herewith certified to as correct and true.

This is the price established by myself. This is the flagging which has been used twice; that flagging which has been charged to the Government at \$1.24.

By Mr. WILSON.

Q. Where is the charge?—A. On page 455.

By Senator STEWART:

Q. Do you think that that is so excessive about P-street circle that it comes under the head of exorbitant?—A. Yes, sir, it does; it is not extra flagging around P-street circle. When I was there a couple of times I took up a couple of flags; you could see the thickness of them.

Q. Then they did not have the kind of stone you approved?—A. No, sir.

By Governor SHEPHERD:

Q. In this bill of yours for flagging around Franklin Square, on page 455, where is the sidewalk?—A. I was there and looked around it. There is no flagging, except in front of the Franklin school-house, which I have from my own records just brought the original bill for.

By Governor SHEPHERD:

Q. Then it is on the east side of Thirteenth street?—A. Yes, sir.

Q. This does not refer to the sidewalk on I street—Neufchâtel flagging?—A. No, sir.

Q. Is that measure in here at all?—A. Yes, sir.

Q. Where?—A. I think it is in some other place.

Q. Will you be kind enough to find it and show where that charge is?

By Mr. MATTINGLY:

Q. I will simply ask you one question. You have introduced this corporation-bill of 1869. Here is one of 1870. What is the price of flagging in that? What is the character of the flagging?—A. It does not say whether it is for material or material and labor. This is for material and labor.

Q. Do you mean to say you cannot understand from that bill what it is?—A. No, sir; I do not, whether it is for material and labor. There is no doubt that is for flagging and laying, but it don't state whether it is bluestone or Seneca. Seneca costs more.

By Mr. CHRISTY:

Q. Is it not the fact that the flagging laid down by the board of public works generally was of the least thickness used, and wholly different from the kind upon which you fixed the price at 75 cents, delivered on the wharf at this time?—A. Certainly; especially for the flagging across the Mall and around B street, which is the greatest quantity. The specification reads not less than two inches thick.

Mr. STEWART:

Q. Is it not your duty to certify to the quality as well as the quantity? Governor SHEPHERD. That is what he did.

The WITNESS. At P-street circle there was this kind of flagging.

Q. I have not asked that. My question was whether it was your duty to certify, and whether you did not certify, to quality as well as to quantity?—A. Yes, sir.

Q. Then you ought not to have certified to the quality.—A. Why?

Mr. STEWART. If the quality was not up to the price.

By the CHAIRMAN:

Q. When did you discover this flagging was so inferior in quality?—A. It is not inferior; it is common.

Q. When did you notice that?—A. Which?

Q. Anywhere?—A. Well—

Q. As it was being laid down?—A. Yes, sir.

WRIGHT RIVES, recalled.

The WITNESS. I would like to make an explanation, if the committee will permit. General Babcock and myself are classmates. I formerly occupied, under President Johnson's administration, the same position that he now occupies, and it may be that portions of my testimony may seem to reflect upon him. Therefore I deem it proper that I should come



here and make this statement: That if, while I occupied the position that I have referred to, the board of public works had been placed in power, and consequently these duties had devolved upon me as they do upon General Babcock, it would have been impossible for me to have attended to them personally. I would have had to rely entirely upon subordinates.

The CHAIRMAN. He has relied upon them.

The WITNESS. Yes, sir. If I had been called upon to perform such duties I would have had to neglect the duties of one of my positions, and think I should have neglected the measuring part.

JONATHAN TAYLOR sworn and examined:

To Mr. WILSON:

I reside in New York, and am of the firm of Taylor & Filbert. That firm has been dissolved. It was dissolved on the 22d March.

Question. For what purpose was that firm organized?—Answer. It was general contracting and street paving.

Q. In reference to what—any particular place?—A. No, sir.

Q. How long had that firm been in existence?—A. We went into partnership in September, 1871—September or October.

Q. Where did you commence doing business?—A. The first work we laid, we laid a small piece in Philadelphia, on Arch street, corner Sixth and Arch. The next work we did was here.

Q. Have you done any work except in the city of Washington, with the exception of what you have already mentioned?—A. No, sir; not our firm.

Q. What was the extent of your contracts in the city of Washington?—A. Nearly a million of dollars.

Q. Who was your book-keeper?—A. In the first place, Mr. Slatter was book-keeper, and then Mr. Nyle.

Q. Did he continue up to the time of your dissolution?—A. Yes, sir.

Q. Where are the books of your firm?—A. I cannot tell you where the books are now.

Q. Where have they been?—A. The last I saw of the books they were at the Metropolitan Hotel in New York.

Q. How long ago was that?—A. About three weeks.

Q. Where had they been kept prior to that time?—A. Here in our office; in the office until some time in February, when they were taken to Doctor Filbert's room, Mr. Nicholl's brother-in-law, to write up the books. They were in such a condition that you could not tell head nor tail, nor anything about them. I was trying to get a settlement with him for the purpose of dissolving, but I could not get that done. They were taken up to his room from the office, and they were kept there some time, and then submitted to John G. Moore and F. W. Smith to get them up and to make a settlement between us.

Q. Where does John G. Moore live?—A. In New York.

Q. Where does Mr. Smith live?—A. In Washington; he is in the lumber business.

Q. Were they submitted to these gentlemen as accountants, or as arbitrators?—A. Both; they were to get up the books in the first place, and decide certain matters that we did not agree upon between us. I met here every week, pretty nearly, until the 1st of January, and I never could catch the doctor here; if he was, he did not have time to attend to it.

Q. Where is Dr. Filbert now?—A. I do not know; his home is 1902

Greene street, Philadelphia. He is either in Philadelphia or Pittsburgh, I presume. He has contracts for work there, I think.

Q. Did you or your firm or Dr. Filbert, either directly or indirectly, pay any money for getting contracts?—A. I bought the first contract here myself in November, 1871. I bought it from John Spicer. At that time he lived here. I was not much acquainted with him. I think he had been a contractor for the Government at the time. He told me that the Government owed him \$35,000 and he expected to have got the money to do the work himself. I think he got it in September. The award was made to him, as I understood at the time. He had not the money and could not do the work. I was down here and he proposed to sell me the contract. It was a contract for a wooden pavement, on Sixteenth street, although the award was for a Wyckoff pavement I think; a cheap kind of pavement, or not a first-rate pavement. I think the price was \$2.90. When he spoke to me about it I talked the matter over with him and then I went to Governor Shepherd and asked him about it; but I did not tell him I was going to buy the contract, or anything of that kind. I told him Mr. Spicer had the contract but had not the money to do it with, and he wanted me to furnish the money and give him an interest in the contract to go on and do it. He told me the award was good but that they might want to change the pavement as they had inquired about it and they did not like it. So the next spring I went on and did the work and changed the kind of pavement, and had the wood preserved.

Q. How much per yard did you pay Mr. Spicer?—A. There were about 38,000 yards in the contract, and I gave him \$5,000 for it.

Q. Have you purchased any other contracts?—A. Yes, sir; I do not recollect the names. I bought a contract on Eleventh and Tenth streets.

Q. Whom did you buy the contract from on Eleventh street?—A. I could not tell the name now. The contract was afterward issued in my name. The way that contract came about was this: There was a man by the name of Beidler, from Philadelphia. He came over to New York to my office and said that he had 60,000 yards of contract to sell, and wanted to sell it to me. I told him I did not want to buy, but he urged upon me that I should come over with him. I was here a day or two, but could not find out anything about it for the first two days. Then he said it belonged to some parties, a man by the name of Kelly, I think, and another man, whose name I do not recollect.

Q. Seitz?—A. Yes, sir; I think that was the name.

Q. Anybody else?—A. Nobody else was mentioned. Then I went with him up to the board; the board was in session, and instead of having 60,000 yards, they had only one street, which was either Tenth or Eleventh street. He said he had that contract, and before I would make any arrangement with him I went in and saw the contract and asked Mr. Shepherd if the award—if the contract was a good one. I told him that this man had not the money, and wanted me to go in with him and furnish the money. I asked him if it was all right. He said it was. I went out then, and went down to the Metropolitan Hotel, and they followed me down there.

Q. What did you pay them for that?—A. Twenty cents a yard.

Q. Who did you get the contract from on Eleventh street?—A. I do not recollect who I got them from, whether they were both mixed in together or what, now.

Q. What did you pay for that?—A. Twenty cents a yard.

Q. Did you buy any other contracts?—A. Yes, sir. Bought a contract on First street.

Q. Who from?—A. A man by the name of Smith.

Q. Who was he?—A. He was a contractor here. I do not know his full name. I think it is David.

Q. Was he doing work here himself?—A. Yes, he had that street and some other streets to do at the time, and he failed. He had no money, and could not do it. He did the grading or a part of it and the sidewalks were to do. And I bought the paving of the street of him.

Q. Did you do any grading on any of those streets?—A. Yes, I did a great deal of grading on First street.

Q. On these other streets you have named?—A. Yes, sir, a great deal on them.

Q. What did you pay this man Smith for the contract?—A. Twenty cents a yard.

Q. Did you buy any other contract?—A. Yes, sir; I bought the far end of Seventh street last fall, and put that down for accommodation.

Q. Who did you buy that from?—A. That was bought from a man by the name of Gray.

Q. What did you pay him?—A. Twenty cents, I understood it.

Q. Did you buy any other?—A. No, sir; I think that is all the contracts I bought.

Q. Did you have nothing to do with the north end of Seventh street?—A. That is just what I was speaking of.

Q. These are the only contracts you bought?—A. Yes, sir.

Q. Who did the grading on Seventh street?—A. I did a great deal of it and a man by the name of—I forgot his name.

Q. Do you know whether in any cases any deductions were made from your paving-contracts on account of grading?—A. On all of our contracts we were charged with the grading—pretty much every one—excepting F street.

Q. Suppose that you made a contract where you had no grading to do, simply to put down the pavement, did they make any deductions from your pavement on account of grading?—A. I never had any streets of that sort.

Q. Have you paid any money, directly or indirectly, on account of contracts for the procurement of contracts, other than what you have stated?—A. No, sir.

#### By Governor SHEPHERD:

Q. You spoke of buying a contract from John Spicer. Do you know whether John Spicer was one of the original bidders under the proposals of the board of public works for a contract?—A. He told me he was.

Q. And that he received an award based upon his proposal for laying a certain pavement?—A. Yes, sir.

Q. And that after examination of that pavement, the board determined that it was not a proper one to put down, and changed it?—A. That is so.

Q. You spoke of purchasing one or two other contracts. In regard to this contract of Mr. Smith's, as I understand it, he was the contractor to whom it was awarded, and did all the work except the laying of the wood pavement?—A. Yes, sir.

Q. Which you did for him and on which you allowed him so much a yard; is that so?—A. Yes, sir.

Q. Now, Mr. Taylor, I would like you, as you have had vast experience in wood pavement business, to tell this committee the cost of lay-



ing the wood pavement—and I do this because the witness, Mr. Taylor, has laid more wood pavement than any other man in the country—the cost of laying treated pavements, and give the items to the committee, so that they will be able to judge.—A. Well, wood pavements, you know, it depends a good deal on where you put them down and the cost of lumber.

Q. As you have put them down here.—A. Well, the pavements here have cost from \$2.80 to \$2.85 a yard. They added 50 cents a yard for preserved wood.

Q. Then I understand you to say that the net cost of the pavements laid by you and Mr. Filbert, in this city, have been from \$2.80 to \$2.85 per square yard?—A. Yes, sir.

Q. Net cost to you?—A. Yes, sir.

By Mr. WILSON:

Q. Is the expense of laying the wood pavements the same?—A. No, sir.

Q. Are some cheaper than others?—A. Some are cheaper than others. You can put down the round-block pavement for less.

Q. How much does it cost to lay the round-block pavement?—A. Well, that depends altogether upon how cheap you get your wood. Here in the city they bought a cord of wood, as they called it, for \$11 a cord; I am not well enough posted in that kind of pavement to know how much a cord will lay, but as I understood from persons who put it down, that it might be put down for \$1.50 or \$1.75.

Q. Has there been a considerable quantity of that kind of pavement laid here?—A. Yes, sir.

Q. Who were the parties who were engaged in laying that kind of pavement in this city?—A. I could not tell you that. I think Mr. Clephane put down some, and probably Page and Fletcher put down some, but theirs is a little different kind of pavement, which will cost a little more money than that. There is a wood pavement with a concrete bottom under it.

Q. Is it not the fact that there is a considerable difference in the cost of laying these different kinds of wood pavements?—A. Yes, sir.

Q. Do you know the price that was paid for laying this round-block pavement in this city by the board of public works?—A. I do not.

Q. What patent did you lay of wood pavement?—A. I laid the DeGolyer—No. 1 it is called—and the Taylor & Filbert. The Taylor & Filbert is a wedge-shaped block.

Q. Is there a difference in the cost of laying those two pavements?—A. Not much.

Q. Did you lay any other kind of pavement?—A. No, sir; I think not.

Q. What other pavements have been laid in this city?—A. The Stone pavement has been laid here and the Ballard.

A. Is that a more expensive pavement than yours?—A. Yes, sir; more expensive—probably 10 or 15 cents a yard. Then there is the Ballard.

Q. How is that compared with yours?—A. That is more expensive still than mine.

Q. Is there any other than a round-block pavement that is a cheaper pavement than yours?—A. You can take the DeGolyer No. 2, and that is cheaper than our pavement.

Q. What can that be laid for per yard?—A. I should think for about 15 cents per yard cheaper—that is, where they do not put it down well.

If they put it down as I put down the pavement here—all the pavements I have put down here I have rolled thoroughly—I put down the pavement here better than in any other place.

Q. Do you know whether that was done generally by other contractors?—A. That I could not say. I never went over other contractors' work and looked at it.

Q. Have you noticed how the wood pavement is standing here?—A. I have been over my own pavement very frequently, and I say it all looks first-rate.

Q. Have you been over any other?—A. Not to take any notice.

By Governor SHEPHERD :

Q. I want to settle this point. I understand you to say to the committee that the cost of wood pavements laid by you here was from \$2.80 to \$2.85 per yard?—A. Yes, sir.

Q. That is the net cost to you for the pavements laid?—A. Yes, sir. In other words, we made about 15 per cent on our contract.

By Mr. WILSON :

Q. Have you been paid?—A. We have had, I think, about \$210,000 or \$215,000 in money, and \$270,000 or \$280,000, probably, in bonds, the balance in auditor's certificates. I should think about fifteen or twenty thousand is yet coming from the board.

Q. Have you any work yet unmeasured?—A. No, sir; the work is all measured up.

Q. You have not received all your certificates yet.—A. No, sir; I want to state one thing while I am here. In reading over Mr. Cluss's testimony, the other day, about Seventh street—about getting full measurement on that street, and my partner running away, or having gone to parts unknown—I want to say that we have not got full pay on that street at all. The sidewalks are finished. It was late when we put that work down, and we got it measured up and they agreed to pay for what work was done. We put it down late last fall. But the street was all torn up and plowed up, and the water-pipes all lowered, and the street was impassable, and Mr. Willard urged me very hard to put it down, and I went to work and put it down. When we got our estimate on it they paid us for paving, and a part for the grading, I think. This other man had done the grading, which all went under our name. We, however, had nothing to do with the grading.

Q. Mr. Walsh did the grading?—A. Yes, sir; but the street was in a bad condition for the reason stated. The pavement was well put down. I went to work and dug out there mud and slush, and hauled in gravel, which Mr. Willard directed me to do. I paid 40 cents for the gravel and filling up those places, and then rolled it down. Mr. Barney, he scratched it all off. The other measurement I want to speak of—on N street. In all my measurements on Sixteenth street I was six hundred short in my measurement of the work actually done. On Massachusetts avenue and Rhode Island avenue and other places our measurements were cut down by Mr. Cluss and Mr. Barney, they making their estimate from the books in the office, and not actual measurement. My measurements have all been short instead of over, as claimed by Mr. Cluss. The committee can go and measure for themselves, and see and take the measurements in the office.

By Governor SHEPHERD :

Q. State to the committee how the prices paid by the board of public works are for wood pavements compared with those paid in other

cities.—A. A great deal less than in New York. In New York they pay \$4.50 and \$5 a yard.

Q. Have you done any work at lower rates than at the prices you got here?—A. Not East. Out West, where the price of lumber is considerably less, I have. The work I have done here I have done for a great deal less price than I got in New York, Philadelphia, Elizabeth, and Newark.

By Mr. CHRISTY :

Q. What do you know about the cost of wood pavements laid for the last two or three years in the city of New York?—A. Well, sir, there has not been much laid in New York for the last two years.

Q. Is it not true, in fact, that wood pavements have been wholly abandoned in New York?—A. No, sir; not abandoned.

Q. Had there been any contracts made for wood pavements in New York City within the last twelve months?—A. Not to my knowledge.

Q. Is it not true, likewise, that they are now supplanting the last of their wood pavements with stone pavement?—A. They are taking up some of the wood pavements there that have been down six or seven years, and are worn out.

Q. And replacing them with stone?—A. Relaying them with Belgian.

By Governor SHEPHERD :

Q. What is your opinion as to the adaptability of wood pavement for a city like Washington, with the travel we have here?—A. I think that wood and concrete pavements are better than any other kind of pavement for such a city as Washington.

Q. You think they are better than stone?—A. O, yes, sir; decidedly.

The committee hereupon adjourned until 10 o'clock to-morrow, Saturday morning, May 23.

SATURDAY, May 23, 1874.

The committee met pursuant to adjournment.

ADOLF CLUSS recalled.

The WITNESS, Mr. Chairman, I would like to make a couple of corrections in my testimony given on yesterday. I stated to the chairman that the measurement of P-street circle had been made by Mr. Barney. It is not so. It was made by Mr. Forsyth, and I have the voucher here. Further, in my testimony on the first day, I stated Mr. Forsyth's mistake about Frank Smith's work too early. That mistake occurred in June, 1873. Mr. Willard and Mr. Cluss in connection went over it, according to the records. I have looked the records over, and I would call the attention of the committee to the fact that the voucher of Mr. Evans's work—the irregular voucher, which I have asked for repeatedly—has not been brought here yet.

By Mr. MATTINGLY :

Q. What voucher do you refer to?—A. The irregular voucher, for which I asked you several times.

Mr. MATTINGLY. Just let us know distinctly what it is, and you shall have it.

By the CHAIRMAN :

Q. The voucher of the 1st September you spoke of yesterday, Mr. Cluss?—A. Yes, sir; that is the one.



By Mr. MATTINGLY:

Q. Let us understand what voucher you want?—A. The Senator has told you.

The CHAIRMAN. It is the partial estimate of John O. Evans.

The WITNESS. I have only one word more to say. Of course, as I stand here unsupported by any legal talent, I throw myself upon the protection of the committee. I do not care about having any counsel. Now, since in my testimony of yesterday this flagging has been made such a prominent object, I think this very thing is a more fair test to take up to test our whole system, and therefore I most earnestly request that instead of these detached little sheets which the counsel bring here, all the papers relating to the purchase and the laying of this flagging be brought in. They are few, and then at once the committee will understand my action in this matter. I wish to say that in the season of 1872 no flagging of any account at all, to my knowledge, has been laid. When such little slips were brought to me, as Mr. Evans, for instance, says, "I desire a contract for dressing stone on P-street circle;" he wrote two letters, which are in evidence. He wrote on January 30, he desires a contract for dressing stone for the P-street circle; that was the abstract of the letter. Then, again, he says, on May 14, "Requests that prices be established for work now being done by him under the board's order on the following streets: Seventh, Twelfth, and Fourteenth, between B street south and B street north, as follows."

At the time when I signed my confidential man Oertly's estimates for this work I had no idea that such a big job of 300,000 feet, or some thing, was in progress. Of course I had a right to expect, if it would cost—if \$300,000 and more were to be spent on more sidewalks—that it should be informally discussed in the board. Since this was not the case, I did not look with that care otherwise that I should have done on these slips, which were laid before me by my assistant and confidential man Oertly. I think those papers, if they are brought here, will show my action in the premises. I think it is due to me that these papers relating to the purchase and the laying of this flagging should be brought here in full, as I say, instead of these detached parcels. That is the only question I had to make.

By Mr. WILSON:

Q. You say that Mr. Evans was already at work laying flagging when these communications were addressed to you. Is that the way I understand you?—A. Yes, sir; and I have looked yesterday over the journal or the minutes of the book where the actions of the vice-president were entered. I do not find on February 3d, when, according to the list of contracts, he is given a contract for laying flagging worth \$96,000—I have failed to find that contract in the minutes. The contract is No. 650, February 3d. The minutes of the board, I suppose, are here.

By the CHAIRMAN:

Q. What papers do you refer to?—A. The papers relating to the purchase and laying of this very flagging.

Q. This flagging on North B street?—A. All of this 300,000 feet; there was in January, without my knowing it—a plan was made here to introduce this flagging most extensively, and papers were laid before me.

By Mr. MATTINGLY:

Q. Introduce what?—A plan was made to use this flagging in the most extensive way; when I signed these slips of Oertly, I had no idea

at all that there was such a big thing involved. Of course in 300,000 feet of flagging, if there is 25 cents over charged in the —

By Mr. HUBBELL:

Q. Would you not take the same care in estimating for 500 feet as for 5,000,000 feet?—A. During that time I did not—

Q. But answer my question; you claim here that there was a small amount laid before you, and you did not take any particular care to fix it up right?—A. I should rely more on the statement of my confidential assistant who led me to sign those papers.

Q. But in a small amount of flagging you would not take any particular care to see whether the charges were right or not?—A. I should rely on the statement of my confidential assistant, to a great extent. There were only, perhaps, I understand, two parties in connection with this flagging, John O. Evans and Van Brunt & Company. I may be mistaken in that, however.

Q. Then, I understand your claim to be that Oertly, your confidential man, laid some slips of paper before you for estimates for flagging?—A. Yes, sir; in rather an informal way.

Q. What way? Let us know what way?—A. The papers will be brought here.

Q. What size papers were they?—A. Like this one, [indicating.] On the back of it indorsed: "The cost of this flagging and grading, 3 cents; stock, 50 cents; jointing, 10 cents; taking out of wind, 6 cents; furnishing sand, laying, and grouting, 15 cents."

Q. What did Mr. Oertly lay that before you for?—A. For the purpose of getting my signature to it.

Q. To have you approve it?—A. Yes, sir.

Q. To see that it was right?—A. Yes, sir; exactly.

Q. It was your duty to approve it?—A. Yes, sir; exactly.

Q. You did it?—A. I did it.

Q. And now you claim that you supposed the quantity was small, and did not pay any particular attention to it?—A. I did not pay as much attention as I would have done if I had seen the magnitude of the job. While these papers are coming, I will say that I was asked the other day about this Fletcher matter—about this flagging in the Botanic Garden—and at the request of the committee I have brought the papers here.

By the CHAIRMAN:

Q. What Fletcher matter is that?—A. The flagging laid around the Botanic Garden—old flagging charged to the Government at \$1.25 per square foot. Here is entered—

JULY 15, 1873.

SIR: You will cause a contract to be prepared with Joseph H. Fletcher for cutting and setting the flag foot-ways around the Botanic Garden, the material to be furnished by the board.

By order of the board,

CHARLES S. JOHNSON,

*Assistant Secretary.*

A. CLUSS, *Engineer in charge.*

AUGUST 16.

SIR: I am directed by the board to instruct you to give the necessary orders to Joseph H. Fletcher, who has the contract for jointing and resetting the flag foot-ways around the Botanic Garden, to lay a double line of foot-walks on Third street, in accordance with the wishes of Mr. Smith, superintendent of the Botanic Garden.

The price fixed for Mr. Fletcher's work is thirty-four cents per square foot.

Respectfully,

CHARLES S. JOHNSON,

*Assistant Secretary.*

Hon. A. CLUSS, *Engineer in charge.*

The WITNESS. Before we go on farther, I wish to say how my action has been contorted. This price of 34 cents includes taking out of wind. Of course, if they have put old flagging laid in front of the Patent-Office, it does not need any taking out of wind; therefore, the price of 34 cents ought to have been on that account 6 cents less. The old flagging in the Patent-Office was jointed, and Oertly has his price for jointing 10 cents; therefore, instead of 34 cents, to be consistent with my own action, this price ought to have been 18 cents. However, I am instructed here to pay 34 cents.

By the CHAIRMAN:

Q. Instructed by whom?—A. By the board of public works of the District of Columbia. I am directed by the board, that is to say, the vice-president.

Q. Were you not a member of the board at the time?—A. I was, but I have said that this was to be considered in a constructive way.

By Mr. HUBBELL:

Q. Could you not have called the board's attention to that fact?—A. I did not know at the time that this was old flagging to be laid. Mr. Oertly, who went upon the ground, must have known it. He is paid \$3,600 a year, and has as much—of course, I have a right to consider him a confidential assistant. If I have not him, I am unable to do my duty.

Q. Did you ask whether it was old or new flagging? Did you make any inquiries about it?—A. I thought, for sure, it was new flagging.

Q. Did you make any inquiries about it?—A. This was the only place where old flagging was laid.

Q. Will you please answer my question?—A. No; I did not. I wish to say, and I have not the paper here, the price of 34 cents I see the vice-president fixed after Mr. Oertly privately had been addressed, and Mr. Oertly reported that 34 cents was the right price for it. This letter is among the records.

Q. Privately addressed by whom?—A. By the vice-president, Alexander R. Shepherd, to Mr. Oertly. I requested this paper to be brought here.

Q. Was it in writing?—A. Yes, sir; it is an official paper among the records.

Q. It was an official paper?—A. Yes, sir.

Q. You saw it?—A. Yes, sir; lately.

The CHAIRMAN. Let us have that correspondence, or private correspondence, or whatever it is, between Mr. Oertly and Mr. Shepherd.

The WITNESS. It was an official correspondence, addressed not to the engineer in charge, but to his assistant direct; it is among the documents here; I had it the other day; I had it brought up; it is a letter addressed by Mr. Shepherd.

By Mr. MATTINGLY.

Q. What is the date of it?—A. It must have been in August last, I think.

By the CHAIRMAN.

Q. Why do you call it private?—A. I mean to say it was an official correspondence, but it was private so far as I am concerned. It did not come to the engineer in charge; it went direct to Mr. Oertly to fix the price; and then afterward I was informed that that price had been fixed. I have here a letter dated September 12th:



[Mark reply No. 3360, vol. 3, 1873.]

BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA,  
Washington, September 12, 1873.

SIR: You will cause contract No. 779, with Joseph H. Fletcher, to be amended so as to include parking on line of his work, for which he will be allowed board price for all over nineteen feet in width.

By order of the board:

CHARLES S. JOHNSON,  
Assistant Secretary,

HON. ADOLF CLUSS,  
Engineer in Charge.

A true copy.

FRANK. T. HOWE, Chief Clerk.

Q. Did you know anything about that—about the modification of that contract at the time?—A. Yes sir; these were addressed to me.

Q. I know; but did you know that the board made such an order?—

A. Yes, sir; I did.

Q. At the time?—A. Yes, sir, exactly. Now, on March 26, 1874, Mr. Fletcher says:

BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA,  
Washington, D. C., March 26, 1874.

Hon. Board of Public Works:

GENTLEMEN: I have the honor to report that my contract for jointing and setting of flagging around the Botanic Gardens is completed, and I respectfully ask that the same be measured.

I also desire to state that there is considerable grading to do around the said grounds preparatory to doing the parking, which is included in my contract, and I wish to know if I shall proceed with it.

Very respectfully,

JOS. H. FLETCHER.

Respectfully referred to engineer in charge.

When these bills came up, then I looked up how this price was fixed, and then I refused to pass his account—I refused to pass his account, and Mr. Fletcher came with a member of the legislature to my office, and I told him promptly that if he had a contract of course he must be paid for it; but I considered it a duty to look exactly where such a contract was, because I considered his prices excessive. Upon this Mr. Fletcher goes to Mr. Magruder, and Mr. Magruder addresses here a letter:

APRIL 29, 1874.

DEAR SIR: The governor wishes Mr. Fletcher's contract for laying flag footwalks on Third street settled. The work has been done, and Mr. Fletcher says Mr. Cluss refused to send the measurement to the auditor. Will you please see that this is attended to? Mr. F. will explain.

Yours, truly,

JAMES A. MAGRUDER.

HENRY A. WILLARD, Esq.

No. 4505, B. of P. W., Vol. 2, 1874.

WASHINGTON, D. C., April 29, 1874.

James A. Magruder writes.—“The governor wishes Mr. Fletcher's contract for laying flag footwalks on Third street settled. The work has been done, and Mr. F. says Mr. Cluss refused to send the measurements to the auditor. Will you please see that this is attended to? Mr. F. will explain.” H. A. Willard, Esq.

BOARD OF PUBLIC WORKS, D. C.,  
May 2, 1874.

BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA,  
*Washington, May 2, 1874.*

Respectfully referred to Hon. Adolf Cluss, engineer in charge.  
 If Mr. Fletcher's accounts are all correct, please have early action taken.  
 By order of the board.

FRANK T. HOWE,  
*Chief Clerk.*

Returned with letter.  
 Very respectfully,

ADOLF CLUSS,  
*United States Engineer.*

True copy and indorsement.

CHAS. E. BARNEY,  
*Prin. Asst. Eng'r.*

When this letter came at the same time, another letter came from that member of the legislature. He said I had treated him ungentlemanly and outrageously in not attending to him properly. My answer to that letter is here.

By Mr. MATTINGLY:

Q. Was that letter addressed to the board?—A. Yes, sir; it is dated May 1st, 1874: "Gentlemen: I wish to call your attention to the fact that, Wednesday, having an order from the governor,"—but it is not worth while to read—my own letter is dated May 4th, 1874:

BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA,  
 OFFICE OF CHIEF OF ENGINEERS,  
*Washington, D. C., May 4, 1874.*

SIR: Your several messages in relation to the settlement of the account of Jos. H. Fletcher, for laying flagging around the Botanic Garden, have been received, the last one being an indorsement on the following letter, viz:

"DEAR SIR: The governor wishes Mr. Fletcher's contract, for laying flag footwalks on Third street, settled. The work has been done, and Mr. Fletcher says Mr. Cluss refuses to send the measurement to the auditor. Will you please see that this matter is attended to. Mr. F. will explain.

"Yours, truly,

"JAS. A. MAGRUDER.

"H. A. WILLARD, Esq."

Also two letters referred by yourself to me, one from Joseph H. Fletcher and the other from C. J. Brewer, of the house of delegates, complaining of ungentlemanly conduct on my part in the premises.

In answer, I have to say that my reason for delay was the difficulty of examining the original contract (now in hands of investigating committee) so as to justify me in the insertion of a price which was reported to me as the contract-price, but which is excessive, and which I find had been established by a correspondence between the vice-president and Mr. Oertly, an assistant of this office, without having informed me of or consulted me in the matter. The extraordinary letters of Messrs. Fletcher and Brewer I can only account for by their anxiety to have an account rushed through, which my sense of responsibility forbade to pass without a close scrutiny, since the price charged is by no means an equivalent of the material and services rendered in relaying. I admit the assertion ascribed to me that 12½ cents would well pay where 34 cents per square foot is charged, but I am charitable enough to excuse them when they charge me with ungentlemanly conduct in refusing to swallow so big a dose without due investigation. If I have erred, I am glad to know that it was on the side of the taxpayers of the District and of the generous Government by which the members of the board are paid. Further, I am proud to know, if I have erred on any other occasion, it was in the same direction.

I trust that you will make efforts to have these parties retract their uncalled for and entirely inconsistent statements, since the interview, notwithstanding it was requested in a private room, took place with open doors, and in the hearing of Mr. B. Curran, a citizen of undoubted integrity.

To show that I am above any personal consideration in a case like this, I herewith return certified measurement of work done under contract of Mr. Fletcher, leaving the insertion of the price to the board or the vice-president, if they find that such prices are fixed by an existing contract.

The work of Fletcher is completed as far as it can be done at present, since, after consulting Mr. Smith, superintendent of Botanic Garden, it is necessary that the inclosure-wall on Maryland avenue be raised before the grading and parking on that side can well be done; however, the miscellaneous pieces of flagging lying around there ought to be returned to the property-yard.

I have to add that I have kept copies of this whole transaction.

Respectfully, &c.,

ADOLF CLUSS,  
*Engineer in Charge.*

Hon. H. A. WILLARD.

*Vice-President, &c.*

The WITNESS. When this letter was presented, Mr. Magruder complained of my allusion to him. He said he did not mean any disrespect, and so I said I was willing to strike that out, and so the case stands. The bills have since been settled. First I had an order from the board not to pay for the parking, and then Mr. Fletcher went to see the governor, and another meeting of the board took place, and then I got orders to pay for the parking. The parking is now most likely settled at this day. That is the whole transaction.

By Mr. MATTINGLY:

Q. Did you not unite with the remaining members of the board in settling Mr. Fletcher's contract?—A. Yes, sir; I have just said so; I said I would not go against the majority.

By Governor SHEPHERD:

Q. Have you any indorsement that I made on that letter of yours? It was referred to me by the vice-president. I mean that letter of yours, where you show such tender regard for the sympathies of the tax-payers and the great American public?—A. This is a copy of it.

Q. Did you copy the indorsement?—A. The indorsement has never been shown to me. It is irregular. If there is anything, I do not know of it.

Governor SHEPHERD. I regret that very much.

By Mr. MATTINGLY:

Q. Mr. Cluss, before we leave this Fletcher matter, did you not at the meeting of the board, while that was under consideration, when it was finally settled, at first refuse to agree with the other members of the board?—A. In what?

Q. In settling with Mr. Fletcher. Perhaps I can refresh your recollection. Were not the yeas and nays demanded, and you voted yea with the rest of them?—A. Will you please to show the minutes?

Q. Do you remember that?

The WITNESS. Will you please to show the minutes?

Q. Do you remember that?—A. I do not remember that exactly.

Q. You do not remember that exactly?—A. I know so much that I said—

Q. What is your recollection of it?—A. My recollection of it was—the question was, Mr. Fletcher pretended that he had been made to sign two different contracts, the first one—

Q. I am not talking of that; I am talking of the action of the board.—A. This is the answer: He said in the first contract no parking was included, but was in the second. The question before the board, as far as I recollect, was whether this parking should be paid, and how the action of the board on that was I could not say without having reference to the minutes. Are the minutes not here?

Q. You could not state without looking at the minutes?—A. Of course



I always rely upon records. I am sorry that, a couple of times, I have gone away from this, my firm rule, and against my will, and I have made some errors.

Q. It has not been very long since this occurred?

The WITNESS. I have a good deal to do, Mr. Mattingly.

Q. Has it been very long since this occurred?—A. No; may be three or four weeks.

Q. Do you think it has been that long?—A. Well, this correspondence shows.

Q. You read a letter over where Mr. Fletcher's contract or proposal, or something, for doing work at the Botanic Garden was referred to you, and in which the price was stated at 34 cents, did you not?—A. Where I was directed to pay 34 cents.

Q. Did you not at the time recognize the price of 34 cents as having been the price previously fixed by you?—A. If it was new flagging it would have been; yes, sir.

Q. You did recognize the fact, then, that that price of 34 cents had been fixed by you; is that so?—A. No, sir; I have asked for those records to be brought here, and they will show my action in unmistakable terms.

Q. Did you at that time make any statement to the board, or any complaint, that the price was too high?—A. The records will show that; why do you not bring the records?

Q. Did you or did you not?—A. Will you please bring the records? The records speak for themselves.

Q. Can you not answer that question?—A. I want the record to show What is on record, I go by.

By the CHAIRMAN:

Q. Will you not answer that question? If you do not know, you should say so.—A. I could not say, sir.

Q. If you do not know, you should state to the best of your knowledge. These gentlemen have a right to test your memory and your recollection about everything with reference to these matters.—A. I cannot recollect the details of these meetings.

By Mr. MATTINGLY:

Q. If you did make any statement of that character, it was in writing, was it?—A. I do not recollect.

By Mr. WILSON:

Q. What record is it that you want?—A. The letter where the vice-president addresses Mr. Oertly, fixing the price, and upon which he afterward tells me to pay 34 cents.

Mr. HUBBELL. That is not the question of Mr. Mattingly, at all. His question is a perfectly legitimate one. Mr. Mattingly asks this witness if he did not know at the time that 34 cents was the established price. Then he asks him if he made any objection to fixing this price in this contract. His reply is that he wants the records. I think he ought to answer that question.

The WITNESS. This letter shows on its face that it was old flagging. If this had been new flagging, it would have been quite different from old flagging. That is jointed and taken out of wind. This letter did not show that it was old flagging to be laid.

By Mr. MATTINGLY:

Q. Did you not know whether or not it was to be old or new flagging?—A. Not at that time; no, sir.

Q. You did not know?—A. No, sir.

Q. Then that 34 cents is the proper price if it was new flagging?—A. It is too much. I have explained under what circumstances I have signed this. The original paper will show that it was submitted to me in the handwriting of Oertly, and believing it was a small matter—

Mr. MATTINGLY. Here is the record in the Fletcher matter.

BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA,  
*Washington, May 15, 1874.*

The board met at 12 m.

Present, Messrs. Willard, Magruder, Cluss, and Blake.

In regard to the application of Jos. H. Fletcher for allowance of the amount of parking done by him around Botanic Garden on Third street, and also the 19 feet deducted from his account for Maryland avenue, Dr. Blake moved that he be allowed regular board prices for the parking which he had already done, and that the amount retained on account of that to be done be returned to him.

Adopted unanimously, and the engineer ordered to make up the account.

The WITNESS. That was the second meeting: there was another meeting before that. It must have been about one week previous to this, to the best of my recollection.

Q. Here is the other record to which you probably refer:

BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA,  
*Washington, May 11, 1874.*

The board met at 12 m.

Present: Messrs. Willard, Magruder, Cluss, and Blake.

Hon. A. R. Shepherd, governor District of Columbia, was notified, in reply to his letter in reference to the accounts of Joseph H. Fletcher for laying flagging around the Botanic Garden, on Third street and Maryland avenue, that the vice-president has carefully examined the whole case, with the contract before him, and finds from the examination of the contract and the communications and orders on file, that the accounts which have already been forwarded to the auditor's office are correct, according to his interpretation, and this opinion is confirmed by other members of the board to whom the matter was presented; and if Mr. Fletcher is to be allowed anything additional, it should come through a formal application.

The WITNESS. That is it. I will say here that at one meeting that sodding was refused to be paid for, and in the next meeting it was afterwards allowed.

By Mr. MATTINGLY.

Q. Then the governor, as I understand that, declined, so far as he was concerned, to accede to an allowance for that?—A. I understood that Mr. Fletcher brought the letter from the governor, and the action of the board depended upon this letter which came from the governor.

By the CHAIRMAN:

Q. I see this settlement was agreed to unanimously on May 15?—A. Yes, sir.

Q. Was that settlement, as made then, a proper settlement?—A. Well, according to my reading of the records, this flagging, or rather this sodding was not originally in the contract.

Q. I ask you if you think it was a proper settlement to make?—A. Well, a contract had been made in a certain way and there was no way that I could see to get out of it. We had to pay it because they had agreed to pay it.

Q. Under all the circumstances you thought it was a proper settlement to make?—A. It was.

Q. And you agreed to it?—A. I agreed to it; yes sir. After I had stated my position, I stated in this letter that I did not want to be captious. I have here a voucher of John O. Evans. He writes to the board:

WASHINGTON, D. C., August 28, 1873.

GENTLEMEN: The following work done by me under contract with your board has been completed, and I would respectfully request that a final measurement be made and that the auditor settle the account for the same, viz:

Seventh street south, between B north and B south.  
Twelfth street south, between B north and B south.  
Fourteenth street south, between B north and B south.  
B street north, between Twelfth and Fourteenth west.  
Reservations: Farragut Square, P-street circle, and Connecticut avenue.  
Sixteenth street, Massachusetts avenue, and Rhode Island avenue.  
Mount Vernon Place, intersection New York and Massachusetts avenue.  
Seventeenth street, between New York avenue and B street north.  
Would also like a partial estimate on B street north, between Fourteenth and Seventeenth.

Respectfully yours, &c.,

JOHN O. EVANS.

To Hon. BOARD PUBLIC WORKS DISTRICT OF COLUMBIA.

[First indorsement.]

Messrs. Oertly and Barney will have these measurements made at once and report.  
A. R. S.

[Second indorsement.]

The following work has been completed by John O. Evans, esq., viz:	
Mount Vernon Square, flagging complete .....	\$29,665 20
Scott's Statue, flagging, complete .....	} 51,672 15
concrete, complete .....	
brick pavement, complete .....	
P-street circle, flagging, complete .....	10,494 00
Triangular reservation west of P and Nineteenth-street circle, flagging, concrete, and setting curb, complete .....	11,254 00
Farragut Square, flagging, complete .....	8,243 40
Seventeenth street, northwest, from New York avenue to B street north, concrete, curb, and filling, complete .....	41,960 88
Fourteenth street west, from B to B, flagging and Belgian pavement, com- plete .....	60,913 50
Twelfth street west, from B to B, flagging and Belgian, complete .....	61,756 50
Seventh street west, from B to B, flagging, complete .....	28,797 30
Complete work .....	304,736 93
Partial estimate of work on B street north, from Twelfth to Seventeenth, flagging and Belgian pavement .....	70,000 00
	<hr/> 374,736 93

Most respectfully,

SEPTEMBER 2, 1873.

B. OERTLY,  
*Deputy Engineer.*

[Third indorsement.]

2757, 2758, 2759, 2760, and 2761.]

John O. Evans. Audited for \$85,000. Mount Vernon Square, \$20,000; P-street circle, Farragut Square, \$20,000; Scott Square and reservation, \$14,000; Seventeenth street, New York avenue to B north, \$16,000; B north, Twelfth to Seventeenth west, \$35,000.

Received certificates Nos. 2757, 2758, 2759, 2760, and 2761, dated September 2, 1873, for \$85,000.

JOHN O. EVANS.

The indorsement on that is in Mr. Shepherd's handwriting in pencil:  
Messrs. Oertly and Barney will have this measurement made at once and report.

A. R. S.



By Mr. MATTINGLY :

Q. What is the date of that letter ?—A. August 28.

By Mr. HUBBELL :

Q. Did you not testify the other day that that was referred by the vice-president to Mr. Oertly ?—A. Yes, sir. Mr. Barney has told me—I have asked him—that he has never seen this paper. Mr. Oertly has taken charge of it. Now, two days only after Mr. Oertly here—not Mr. Barney—reports—this is on the 28th August, and then on the 2d September Mr. Oertly reports as having been completed by John O. Evans, esq., the streets which appear by the indorsement of September 2, 1873, on the letter of August 28.

The WITNESS. Before I leave this paper I wish to say of course in many cases vouchers bore Mr. Barney's signature, and that such measurements as those are made by Mr. Oertly and Mr. Barney as proper, Mr. Oertly being his equal in the office. After he made the measurement he considered it merely as a clerical formula that he put his name on it. However, I find in this measurement some amounts are bigger than the vouchers are when the work was finished. It shows the superficial way in which this work was done. This paper [indicating] shows that this was referred to Messrs. Oertly and Barney, and not to me. Here is an indorsement : " Referred by Mr. Shepherd to the engineer."

By Mr. MATTINGLY :

Q. This is the statement on the back of the wrapper made by the clerk ?—A. No ; this is an abstract.

Q. Made by the clerk ?—A. Yes, sir.

By Mr. HUBBELL :

Q. That is a wrapper ?—A. That is the official wrapper.

Q. This was done by the clerk ?—A. Yes, sir ; but he makes the abstract. But I say how inexact he is. He only has said " referred by Mr. Shepherd to the engineer." I will show that some of the final vouchers were smaller than those. Where is my voucher-book, Mr. Mattingly ? You had it last.

Mr. MATTINGLY. I have it here, if you desire it.

By Mr. HUBBELL :

Q. I would like to ask Mr. Cluss a question on this. [To the witness.] How long after this estimate was made by Mr. Oertly before your attention was called to it ?—A. It was some time afterward.

Q. About how long ?—A. Well, a couple of weeks, I should think.

Q. Did you at that time think it was an overestimate ?—A. No, it is not so big an overestimate that I could have noticed it. If, for instance, there is \$34,000 partial estimate and the final estimate comes to only \$33,000 or \$32,500, the difference is not big enough so that I could be called upon or would be liable to find it out. But I just instance that to show the inexact way of doing things.

Q. All the point you make there is that it is an irregular way of doing the work ?—A. Yes, sir ; that is my whole complaint.

By Mr. MATTINGLY :

Q. Did not either Mr. Barney or Mr. Oertly make all the partial measurements ?—A. Never without my knowledge, except in these cases of Mr. Evans and Mr. Gleason.

Q. Did Mr. Barney make partial measurements ?—A. Yes, sir ; but he always showed them to me.

Q. Were they not paid on Mr. Barney's certificate?—A. Yes, sir; they were sometimes.

By the CHAIRMAN:

Q. Mr. Cluss, let me ask you a question about this: Do you call that an estimate? [referring to document.]—A. Yes, sir; all this work has been paid for.

Q. That is not my question. Do you call that an estimate?—A. No, sir; I call it a very careless way of doing business.

Q. Is it an estimate?—A. It is so considered by the auditor.

Q. It is not under any of your forms?—A. The auditor has taken it, and has paid it.

Q. Not at all, as appears from that paper. Do you know that that estimate has been paid?—A. It shows there.

Q. Do you know that it has been paid?—A. I have looked in the treasurer's report, and I find that money has been paid on that. I could not recall the columns.

Q. Do you mean to say that from that paper the estimate there has been paid by the auditor?—A. That is my best impression.

Q. Read, and see how much was paid upon that estimate by the auditor?—A. Audited for \$85,000.

Q. Read the whole paper.

[The witness here read indorsement of September 2, 1873, as follows:]

[Second indorsement.]

The following work has been completed by John O. Evans, esq., viz:

Mount Vernon Square, flagging complete.....	\$29,665 20
Scott's Statue, flagging complete.....	} 51,672 15
concrete, complete.....	
brick pavement, complete.....	
P-street circle, flagging complete.....	10,494 00
Triangular reservation west of P and Nineteenth-street circle, flagging, concrete, and setting curb, complete.....	11,254 00
Farragut Square, flagging, complete.....	8,243 40
Seventeenth street, northwest, from New York avenue to B street north, concrete, curb, and filling, complete.....	41,960 88
Fourteenth street west, from B to B, flagging and Belgian pavement, com- plete.....	60,913 50
Twelfth street west, from B to B, flagging and Belgian, complete.....	61,756 50
Seventh street west, from B to B, flagging, complete.....	28,797 30
Complete work.....	304,736 93
Partial estimate of work on B street north, from Twelfth to Seventeenth, flagging and Belgian pavement.....	70,000 00
	<hr/> 274,736 93

Most respectfully,

SEPTEMBER 2, 1873.

B. OERTLY,  
*Deputy Engineer.*

Q. Now, I see this paper on one side of it is for \$374,736.93, and on that side is an audit amounting to a little over \$100,000. I want to know if it is from this paper that you say the \$374,000 has been paid?—A. Two similar vouchers were passed like this—that in the aggregate. It is always our way of business to carry one forward from the voucher.

Q. Wait a moment. I only want to get at the fact. What you mean to say is that the previous partial estimates and payments, and this \$85,000, made \$374,000?—A. Not exactly. I could not say that, you know.

Q. Well, that is what I want to get at.

By Mr. MATTINGLY :

Q. Do you not know it does not ?—A. Most likely for the exact settlement he would wait for the final voucher.

By the CHAIRMAN :

Q. What we want to get at is this : You present this as a voucher, as an estimate, and we want you to show us how it appears from this that \$374,000 were paid, because it appears on one side of this paper that only \$85,000 was paid.—A. If that is the case, then I have to ask for the informal voucher of July 2, and then for the informal voucher of July 26. There are two informal vouchers which will make the total amount.

The CHAIRMAN. Let those be produced.

By Mr. MATTINGLY :

Q. Final payment for that was made on the final voucher approved by you ?—A. Yes sir.

By the CHAIRMAN :

Q. Then that is not a final voucher ?—A. No, sir; but it is a voucher on which money is paid, and which ought, in my opinion, to go through the regular course of business as soon as the others.

By Mr. STEWART :

Q. Is that the one that you said was fraudulent ?—A. O, no.

Q. Has there been a final settlement ?—A. Yes, sir; here they are.

By the CHAIRMAN :

Q. This particular street ?—A. Yes, sir; exactly.

By Mr. STEWART :

Q. For this same thing can you show the final settlement ?—A. Yes, sir.

Q. Who certified to the final settlement ?—A. I did, sir. I certified to the final settlement.

Q. The final settlement on these were correct ?—A. The figures were somewhat changed. My impression is they were brought down in several cases, about a \$1,000, perhaps.

Q. I mean the final settlement was correct ?—A. Yes, sir.

Q. Then John O. Evans was not overpaid in this matter ?—A. He was paid what they agreed to pay him.

Q. I say he was not overpaid beyond his contract in the matter ?—A. Not beyond his contract.

Q. There was no fraudulent measurement in this transaction ?—A. I have said that before.

Q. Then what you complain of was that Mr. Oertly made the partial measurement ?—A. Yes, sir.

Q. And that they paid money on his partial measurements ?—A. Yes, sir.

Q. But when you come to make a final settlement, it was submitted to you, and it was correct ?—A. Yes, sir.

Q. Was anybody injured by the transaction at all ?—A. It is an irregular proceeding.

Q. I mean was there any injury ?—A. I have not complained of any fraud so far. I have complained of the great irregularities that existed in our office.

Q. The irregularities that exist in Mr. Oertly's making these measurements ?—A. Well, in many similar cases.



Q. Well, I am speaking of this particular transaction. You say it was referred by Mr. Shepherd to Mr. Oertly; the paper shows that it was to Mr. Oertly and to Mr. Barney.—A. Yes, sir.

Q. They were the men in your office who were doing the work, were they not?—A. Yes, sir.

Q. When that was indorsed that way, it was sent to your office, I suppose?—A. Most likely in those cases, and in a case like this, Mr. Evans himself—

Q. What is the fact; do you know anything about the fact in this case?—A. It did not come to the office in the regular way, otherwise I would have known it.

By Mr. MATTINGLY:

Q. Refer to the record.—A. Here is the record. I have it here.

By Mr. STEWART:

Q. Is there any note of this coming to your office? What was the order of the board? Is there anything in the record to show that? What have you in your hands?—A. I have here the record of my office.

Q. What entry did you make?—A. "August 28. John O. Evans asks estimates for the following work done under contract with the board of public works."

Q. That entry is spread in full upon your minutes?—A. Yes, sir.

Q. When this order to have the survey made by Mr. Oertly and Barney was indorsed by the vice-president it came to your office and was spread upon the books?—A. Yes, sir; it is marked here "informal." Now, I think where \$374,000 of public money is invested, matters and things ought not to be passed so informally.

Q. It is marked "Informally"?—A. Yes, sir.

Q. When was that mark made?—A. At the same time.

Q. Then it was not secret at all? You knew all about it?—A. No, sir; I did not until some time after.

Q. Were you not in the habit of looking over this book?—A. I have told you before that I looked occasionally over those books; not every day.

By Mr. HUBBELL:

Q. Was it not your duty to examine that record all the while, to know what was being done?—A. Yes, sir; to be sure, I did so; but I could not look over it every day.

By Mr. STEWART:

Q. How soon did you see this when it was spread on the books in your office after it was done?—A. Shortly after.

Q. When you saw this upon the book in this way, was this word "Informal" written there when you first saw it?—A. Yes, sir; I think so.

Q. By whom was that written?—A. Most likely by the same clerk who wrote the whole transaction here.

Q. The clerk who entered it?—A. Yes, sir.

Q. What clerk entered it?—A. I think it must have been Mr. Stimson.

Q. Did he call your attention to it at all?—A. No, sir.

Q. But you saw it a few days afterward?—A. Yes, sir.

Q. When you saw it a few days afterward entered on the books, did you find what had been done—if the surveys requested there had been made?—A. I spoke to Mr. Oertly about it, and told him that he must

not do this again. I prohibited him from doing work concealed from me—official work.

Q. Was this concealed?—A. In a work like this I expect that any one of my assistants inform me what was going on.

Q. Was it not spread upon the records in your office before the surveys were made?—A. After the surveys, do you mean?

Q. Well, at the time, was there any concealment about it? Here it is dated 28th of August.—A. Yes, sir; and here again.

Q. Was not this entry made—the request of John O. Evans put here—on the 28th of August, when this was received?—A. Well, it might have been; you see that is the date of the paper; it does not show the date of the entry; it might have been entered several days afterward. The date of Mr. Evans's letter is shown here; the date of the entry is not shown.

Q. If a paper came into your office informally, whose duty was it to connect that informality and see that it went straight through the office?—A. My duty.

Q. Did you ever call this to the attention of the board—the fact that a paper had passed through your office that was not addressed to the proper head of the office, to you?—A. Well, I have stated before, I have complained so often about these little things —

Q. Well, if you can say yes or no to this particular question we can get along much faster. Did you call attention to the fact that this paper was not addressed to you but was addressed to Oertly and Barney? That is the informality; if it had been addressed to you, it would have been all right, would it not?—A. Yes, sir.

Q. So that the request being made to the subordinates was what you complained of?—A. And sending a subordinate out on such important work, without the knowledge of the head of the office.

Q. If it had come to you you would have given the order to send them out?—A. Yes, sir; I would have looked at this before it went through, it was such a large voucher.

Q. You would have let them measure it in any event?—A. O, yes, sir, of course.

Q. No matter if it had been addressed to you, you would have sent out and had the measurement made?—A. Yes, sir.

Q. And when it would have come in you would have looked at it?—A. I should have sent out one of the regular men on the street with a measuring party. I should not have sent Mr. Oertly out with a tape-line.

Q. Did you, every time when an order came for a survey, always see that order?—A. Yes, sir; unless I was sick or was absent.

Q. Did not orders come for surveys to the office, and was it not the duty of those in the office to take them up, and go and make the surveys as soon as they could? However, you have not answered my question yet whether you called the attention of the board to this particular irregularity of not addressing the communication to you.—A. As to Mr. Shepherd's action —

Q. No matter about that, did you call the attention of the board to that?—A. At a later date I discovered—

Q. At this time did you speak about it?—A. No, sir; I did not.

By Mr. WILSON:

Q. Did you consider it particularly important that you should call the attention of Governor Shepherd to the fact that he had directed Oertly and Barney to do this work?—A. No, I did not; I thought by

prohibiting Mr. Oertly from following the governor's directions in the same direction I had done my duty.

By Mr. STEWART :

Q. If any member of the board was doing business irregularly, was it not important that you should call the attention of the board to it at once?—A. Yes; but Senator, I would have had to speak all day if I wanted to take offense at everything.

By the CHAIRMAN :

Q. Did you call Governor Shepherd's attention to it?—A. No, I did not.

By Mr. WILSON :

Q. I understand you to present this, not as showing that there were any fraudulent measurements made, but showing irregularities in the manner of doing the business in the office of the board of public works.—A. Yes, sir; especially this public money—United States money.

Q. That is the purpose for which you present this?—A. Yes, sir.

By Mr. MATTINGLY :

Q. Now I understand your complaint to be this partial measurement was done by Mr. Oertly, on the order of Governor Shepherd, without your knowledge?—A. Yes, sir.

Q. That is so, is it?—A. Yes, sir.

Q. If it had been done with your knowledge, would it not have been done in the same way?—A. It might have been done in a similar way.

Q. Would it not have been done in the same way?—A. I do not know that.

Q. Is not your record full of cases where with your knowledge both Mr. Oertly and Mr. Barney have made partial estimates on which payments have been made in the same way?—A. If it would have been made in the regular way by my assistant, it could not have been made by Mr. Oertly; it would have been made by the regular assistant on the line of work who has seen the work proceeding.

Q. Was not Mr. Oertly that man?—A. No, sir.

Q. Who was?—A. That would have been in Mr. Franklin's district; then Mr. Franklin would have reported it to Mr. Barney, Barney would have checked it, and then it would have gone to me for approval; that is the regular system. Instead of this, Mr. Oertly, not subject to anybody, sent it in, and such a system is liable to abuse. This is the complaint I make; I do not say fraud, but it is an improper system connected with large sums of public money.

Q. Do you, or not, know that the final vouchers for this same work on which final payments were made, the vouchers being approved by you, amounted to \$40,000; that these partial measurements did not amount to the full value of the work by \$40,000?—A. I could not say that.

Q. Can you tell if you look at the vouchers?—A. According to this measurement, when it went down there approved, the auditor would have been justified in paying the whole amount. If for some reason or another a part of it was not paid, that is not a question of principle; the question of principle which I have mooted I have clearly stated.

Q. Was it not a rule of the board to forbid the auditor to pay in full on partial measurements?—A. Yes, sir; but it is one of those rules which are as sacred in their violation as in their keeping.

Q. More honored in the breach than in the observance, eh?—A. This rule is on the record; but then you will, by looking over the records,



find that in many cases—as, for instance, when I examined that case of Connolly, on Massachusetts avenue, I believed that those were all 80 per cent. retained, I found that he had been paid in full in every partial measurement.

Q. (Handing voucher to witness.) Is not that approved by you? That is your signature, is it not?—A. Yes, sir. If you would have brought the whole transaction, you would have found that all the partial measurements had been paid in full instead of retaining 20 per cent., as was the usual case. We had nothing to do but to say that this is the amount stipulated by this commission for assessing damages. We made it out in good clerical shape.

By Mr. MATTINGLY:

Q. That is the final voucher on which payment was made?—A. Yes, sir; that is the final voucher.

Q. And it is approved by you?—A. Yes, sir; according to the award of the commission. It certifies that this corresponds with the award of the commission.

Q. Here is the letter which you have stated was private correspondence between the vice-president and Mr. Oertly.—A. I have said it was a correspondence private from me; that is what I mean to say.

Q. You did not say so on Wednesday last?—A. Very well. [The witness here read the following letter:]

BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA.

*Washington, January 7, 1873.*

SIR: General Babcock, by the law, is requested to prove the prices paid for the work done around Government property. In order to do this he must have the necessary information, and you will take a copy of contract for each particular description of work included in said bill and deliver in person to him this evening. You will also furnish him with such other information upon the subject as he may require. After he is through with them return them.

Very respectfully,

ALEX. R. SHEPHERD,  
*Vice-President.*

Mr. OERTLY.  
[True copy.]

The WITNESS. That shows that this application, which was paid on the 12th of January, 1873, was taken in hand first on January 7. It was done without the knowledge of the engineer in charge by one of his assistants acting under the direct orders of the vice-president of the board.

Governor SHEPHERD. The measurements by General Babcock, as I stated, were begun on the 23d day of December, three days before Mr. Cluss was appointed engineer of the board, and Mr. Oertly was detailed for that purpose.

The WITNESS. On January 7th—

By Mr. MATTINGLY:

Q. You said this morning in your opening statement that considerable prominence had been given to your testimony. Did you not naturally suppose when, as a member of the board of public works, you took the stand and made the statements that you did, that prominence would be given to your testimony?—A. Yes, sir; I did.

Q. You appreciated that fully, did you?—A. I said the prominence given to my testimony in relation to flagging.

Q. Then you do not mean to be understood as saying or implying that any undue prominence has been given to your testimony in any other

respect?—A. I had just this point in view. I do not say whether or not that is my view of other matters.

By Mr. HUBBELL:

Q. I did not hear what you said, sir.—A. I just had this point of flagging in view, of which the counsel has made so much. I thought that in justice to myself the whole truth should be known. My reputation for many years is at stake, and I believe that the technicalities of counsel yesterday tried to take this hard-earned reputation from me.

By Mr. MATTINGLY:

Q. When, as a member of the board of public works, you took the stand, and under oath made the statements that you did, did you not naturally suppose that prominence would be given to your testimony in every particular?—A. I did not think much about that—yes or no.

Q. You did not think much about it?—A. I only knew so much that yesterday about this case so much had been made of, and I wanted my position to be stated before the community and the country.

Q. You have been neither blind nor deaf as to the prominence which this investigation has assumed, have you?—A. I am not reading newspapers much. I am a professional man, and I attend to my business. I do not know much that is going on.

Q. That is the only answer you have to make to that question, is it?—A. Yes, sir.

Q. Did you appreciate fully the position that you were taking when, as a member of the board of public works, you made the statements which you did under oath?—A. I answered the questions under oath. I did not volunteer any statement.

Q. When you answered the questions that you did under oath?—A. I did answer them conscientiously.

Q. I am not questioning you as to that. I ask you whether you did not fully appreciate the importance of what you were doing?—A. On that account I answered so frankly, because I fully appreciated the position.

Q. You did fully appreciate it, and on that account you answered so frankly and so conscientiously?—A. So frankly I said.

Q. You did not say so conscientiously?—A. No, sir; I did not.

Q. Well, I misunderstood you then on that point. I thought you did. Fully appreciating, as you say, the importance of what you were doing and answering so frankly, were you careful and particular in making the answers that you did?—A. I may have erred in formalities, in substance I am correct. It is not worth while to repeat the question. I believe yesterday that I stated that in full. I would not like to take the time of the committee to repeat it.

By Mr. MATTINGLY. I offer in evidence the letter of Mr. Shepherd which was alluded to in reference to Mr. Fletcher. It read as follows:

WASHINGTON, April 29, 1874.

DEAR SIR: Mr. Joseph H. Fletcher wants his accounts settled. Please give his case the attention it needs.

Yours truly,

A. R. SHEPHERD.

HOB. H. A. WILLARD,

*Vice-President of the Board of Public Works.*

The WITNESS. There is another letter which I have asked for, which is not forthcoming—the letter of Governor Shepherd to Mr. Oertly fixing the price of 34 cents for flagging, which was taken out of wind and jointed; that was asked for long ago.

By Mr. MATTINGLY :

Q. Have you a copy of your testimony ?—A. I have not, sir : I have not been furnished with one.

Q. I mean on the first day of your examination ?—A. I have just asked for one, and have it here.

Q. Turn to page 2055, if you please. This testimony was given by you :

Q. Who measured the work of the Evans Concrete Company ?—A. Mr. William Forsyth.

Q. Under whose direction was that done ?—A. Under the direction of Mr. Henry A. Willard, most likely, or on the order of the governor. I am certain I did not designate him.

By the CHAIRMAN :

Q. Did you object to his being designated ?—A. I did not know he was designated. I only found the bills when they were measured.

By Mr. WILSON :

Q. When they were returned to the office ?—A. Yes, sir.

By the CHAIRMAN :

Q. Did you certify to them ?—A. No, sir.

Q. Did you refuse to ?—A. They were never presented to me. If they have been passed, it was without my notice.

The WITNESS. That is correct.

Q. Then further down :

Q. They were measured over—the final estimate—by Mr. Forsyth ?—A. Yes, sir. Certified to by him ?—Yes, sir.

The WITNESS. That is so. This whole testimony has reference to this measurement upon which the settlement is being made now. The re-measurement of Mr. Forsyth of all previous work, under special orders by the vice-president, in September last, for which I have the voucher here. Work before, in some cases, I had signed; but in September of last year Mr. William Forsyth was directed, without my knowledge, to measure up and remeasure this whole work, and this is the measurement upon which the settlement is based. Therefore, of course, in my testimony I have reference to this measurement of Mr. Forsyth, of which there are twenty-three vouchers signed by Mr. Forsyth, upon which the final settlement is based, and this is mainly the work which Evans & Co. have done.

Q. Has there been any final settlement ?—A. There are some more—

Q. Has there been any final settlement ?—A. Well, the work was not acceptable, and so they kept about \$60,000 back.

Q. Has there been any final settlement ?—A. That is between the treasurer and the auditor; the vouchers have left my office.

Q. Has there been any final settlement ?—A. Ask the auditor.

Q. Do you not, as a member of the board of public works, know whether there has been or not ?—A. I know that a final settlement has been made, or rather is being made—is in progress—upon these vouchers of Mr. Forsyth, and not upon any signed by myself.

Q. Has any final settlement been made ?—A. The final settlement has not been accomplished yet for the reason that a good many of the roads of this Evans Concrete Company are out of order and want to be put in repair.

Q. State whether you ever received that letter, referring to letter.—A. I remember to have received the letter; but this refers to an inspection of work, and not to measurements.



Mr. MATTINGLY. The letter reads as follows :

[Mark reply No. 7127, vol. 3, 1873.]

BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA,  
Washington, August 6, 1873.

SIR: I am directed by the board to request you to at once make a thorough inspection of all work done by the Evans Concrete Company, and report what is out of order and what is necessary to be done in defective work for it to accord with the specifications of the contract.

Very respectfully,

CHAS. S. JOHNSON,  
Assistant Secretary.

Hon. A. CLUSS,  
Engineer in charge.  
True copy.

\_\_\_\_\_  
Chief Clerk.

The CHAIRMAN. I want to call the attention of Mr. Cluss, Mr. Mattingly, to one matter here. On the 22d we received this telegram :

NEW YORK, May 22, 1874. (Received 1.06 p. m.)

*To the Chairman District Investigation Committee :*

Learning that your engineer has reported that in no case has he found the measurements of the board correct, or less than they should be, I would respectfully ask, if consistent, that you appoint any competent engineer to remeasure with me my entire work, at my expense, as I want not one cent that has not been honestly earned.

C. E. EVANS,  
President Evans Concrete Company.

I mention that, in justice to Mr. Evans, I received that telegram three or four days ago. Of course, he is in error in the first part of it as to what has been testified to by our engineer. But you will see, Mr. Cluss, that he proposes to have any of his work measured at his own expense.

The WITNESS. O, yes. In this whole concern of the measurements of Mr. Evans I have not charged fraud. I have charged irregularity and the impossibility for an engineer to do his full duty, if those irregularities occur every day. I have not charged any fraud. In the complicated business which we have here, it is impossible, unless the engineer in charge is posted about all the little details of what is going on, to get on.

By Mr. MATTINGLY :

Q. Do you not think that the whole tenor of your direct examination was to produce the impression that you were making serious charges of fraud?—A. In all the facts I speak about irregularities. If anybody implies fraud, it is the facts which bring it out, not by my humble person. I have reported the facts.

Q. Do you think the facts as stated by you, and as reported as testified to by you, would naturally cause any one to infer fraud?—A. It is not for me to draw inferences; it is not for me to indict or acquit. I report the facts, and it is for the committee to draw conclusions.

Q. It is for you to produce impressions according to the mode in which you testified?—A. I have my tables here, sir, and I am ready to be tried on them. If on one avenue I find among my records \$9,000 have been paid to a contractor, and I find in the Governor's Answer that \$40,000 have been charged to the Government, it is my duty to report fearlessly, and I will do it.

Q. Did you do it?—A. I have this complicated machinery for finding a letter according to the way they do business in the board of public

works. I would get it in a minute, but they have it in this way. Here is a gentleman, not exactly in charge of these books, but connected with the office. But I say their system is so complicated that if you want to find a single reference to a letter of August 6, you have to waste your time for ever so long. And this is the trouble.

Q. Did you not have control of the machinery by which you could enter letters and answers that were made, so that you could find them?—A. I have tried as much as I could to keep in the old channel, because the board did not want serious changes. That originated by the board.

Q. Did the board ever order you or anybody in your office not to make any changes in the operations of the office as to the filing and recording of letters?—A. No, sir.

Q. Then this is the fault of the board that your clerk cannot find that letter?—A. It is the fault of the organization of this office.

Q. It is not your fault?—A. No, sir; not quite.

Q. Nor the fault of your clerk?—A. If I go to the auditor and want a single bill, it is the same thing as here.

Q. O, I reckon not.—A. They look in all the pigeon-holes until they can find one. I do not say that there is any fraud in it, but I say that there is that difficulty of the control of such a system.

Q. Do not you think it is a little singular now that letters which you have called for during the course of your testimony this morning and papers, even after they have been brought here, can be produced so readily?—A. I have not been shown Mr. Shepherd's letter to Mr. Oertly about that 34-cent flagging.

By Governor SHEPHERD:

Q. We will have it here if such a letter is in existence. The other things that you called for were brought here, were they not?—A. I had to wait long enough for this voucher.

Q. You did not wait five minutes?—A. I have asked for the papers on flagging. Where are they?

Mr. MATTINGLY. Now, to go on with this Evans Concrete Company pavement business, here is the certificate of measurements signed by Mr. Barney and yourself, of Connecticut avenue, northwest, between H street and P-street circle. That is your signature, is it not?—A. Yes, sir.

Q. Is Mr. Forsyth responsible for that?—A. No, sir; not for this one. It seems that a couple of my measurements, and most likely you will find some more measurements done, for instance, K street, which I remember to have signed; but this was for work finished after Mr. Forsyth had finished his work.

Mr. MATTINGLY. Yes; I will show you one after a while where you have made a mistake of \$100,000.

The WITNESS. Produce it.

Mr. CHRISTY. I shall certainly object to these commentaries of counsel as to the facts that he expects to prove.

Mr. MATTINGLY. If Mr. Cluss will answer the questions plainly we will get along.

Q. I find here charged 3,316 feet of circular curbing.—A. I will find the copy, most likely, from which it was made from Forsyth's voucher. I think Mr. Barney, perhaps, committed that imprudence of copying Forsyth's voucher, which I have just shown you here.

Q. And then you committed the further imprudence of indorsing both of them. Is that it?—A. I committed the imprudence of not going upon the ground and putting a straight edge on it. Now, here is the voucher; let us compare and see whether this is a copy of Forsyth's

voucher of September 19, 1873. That is no voucher at all; it is a little extra bill—laying of trimming and hauling. The voucher is here, containing hundreds of thousands of dollars, signed by Forsyth; and here is a little voucher, for instance, for curb hauled from G-street wharf, curb hauled from Sixth street, northwest. Of course it looks like something big because the amount is not carried out. You see that is the fault of the system again. If the amounts were carried out I could tell you at once. That is a bill for what? For \$138,774, passed by Forsyth, and here is one perhaps for \$100 or \$150, passed by Mr. Barney and Mr. Cluss. Where is the mistake of \$100,000? It is \$100, most likely.

Q. O, I will show it to you before long. Do not be in a hurry. Did you not approve the final voucher on which that curbing was paid for, as circular curb around P-street circle?—A. Not to the best of my knowledge. This is Mr. Forsyth's voucher. This is just trimming.

Q. Then if you simply adopted Mr. Forsyth's voucher and signed all these vouchers merely because they were presented to you, there was no use in having you there as the head of this engineer department, was there?—A. I have told you that this is not a copy; I thought it might—

Q. That is your signature, is it not?—A. This is for hauling, and here is the bill for the work. There was an extra bill for hauling then.

Q. Do you mean to say when you certified to this that 3,316 feet of circular curb were not hauled up to Connecticut avenue?—A. In signing this bill there comes again our complicated system. I sent it up to the property clerk. He sends back again and says I certify herewith that so much curb has been hauled from this yard, and upon that certificate then we write out this bill. I should think I could find it here most likely. [To Mr. Mattingly.] What is the date of that bill?

Mr. MATTINGLY. This is the 18th of October, 1873.

The WITNESS. I am sorry that this book only goes to 16th of October.

Mr. HAMILTON. I think we understand that matter, sir.

Mr. MATTINGLY. I have here two vouchers of the Evans Concrete Company. See if those were not signed by you.

The WITNESS. These are two vouchers which seem to be signed by me, and they were, no doubt. Yes, sir; these are two vouchers of Mr. Forsyth.

Q. Signed by you, are they not?—A. Yes, sir. It shows that among twenty vouchers, I have signed two. It certainly come in a queer way that I did sign those. There must have been peculiar reasons for it.

Q. This is a voucher amounting to \$24,000?—A. I should not wonder, sir. What is the date of that voucher? I want to see my retained vouchers here.

Mr. MATTINGLY. The date is October 6th. Here is another one of Evans Concrete Company, in October, of \$5,000 signed by you.—A. Yes, sir, that is the elevated roadway in front of Senator Bayard's and Senator Edmund's; this I had, to a great extent, given my personal attention to.

Q. Then you did have something to do with the measurements of the Evans Concrete Company?—A. Yes, to a small amount.

Q. There is another of upward of \$26,000, Evans Concrete Company, signed by Barney and yourself.—A. This is January 5, 1874; this was after Mr. Forsyth had reported under the special order of September, 1873; this is on K street; that is work on K street between Seventh and First; it was only finished in January, 1874; therefore Mr. Forsyth, under his special orders in September, 1873, could not measure



it. I want my clerk to take these points, as I rely upon my retained vouchers.

Q. I have here another of the Evans Concrete Company, about \$7,000, that Barney and Cluss signed.—A. December, 1873. The same explanation applies. Forsyth's orders were from September, 1873. You are, in my opinion, wasting the time of the committee.

Q. Then, in testifying last Wednesday that you had nothing to do with the measurements of the Evans Concrete Company, and knew nothing about it, you meant to say that you had nothing to do with the measurements which were made, after you had certified to them, by Mr. Forsyth?—A. I had reference to that big settlement of the whole of the Evans concrete work.

Q. Why did you not say so?—A. I might not have fully expressed myself. It was only an error of omission. I referred to the main part of the work.

Q. Here is another, Mr. Barney and Cluss, December, 1873. Is that the same?—A. That is the same. I just say you are wasting the time of the committee. I have explained that the orders of Mr. Forsyth were September, 1873. How could he measure under his orders to re-measure all work which was not commenced?

By Mr. HUBBELL:

Q. What is the amount of the voucher?—A. There is a property account against it. From all I can find it is \$1,862. It is for work in Q street, between Nineteenth and Twentieth.

By Mr. MATTINGLY:

Q. The total amount of the bill without the deduction is \$3,200, I think.—A. These bills are not so simple. You have to look a little closer. You will always find, for instance, that there are a thousand feet of curb charged at \$1.42, making \$1,420, but at the bottom of it, \$1.12, or \$1,120, is adopted; so that, in fact, this voucher is big, so far as the property-yard is concerned, but small, so far as the contractor is concerned. He takes a 1,000 feet curb from the property yard and is charged \$1.12. Afterward he sets them and gets 30 cents a foot for setting. In his bill he is charged with \$1.42. Then afterward there is \$1.12 deducted. So these vouchers do not show always on the face what they actually were. On that account I am slow to answer such a question. It is easy to get into confusion.

Mr. MATTINGLY. There are a number of others of the same sort, but I will not bother you with them just now.

Mr. HAMILTON. There is no dispute about this, I think.

By Mr. MATTINGLY:

Q. There has been considerable ill feeling between you and Mr. Forsyth?—A. None whatever; I like the old gentleman, sir; but do not like his blunders, and in this, of course, I separate entirely the official position from the person. Personally I have always been on the very best terms with him, but where official duty intervened it was different.

Q. Then there has been no ill feeling between you?—A. None that I can say. I have been on the best of terms with him. Whenever I passed by his house, his wife asked me to take a drink, and I did it.

Q. You said here the other day that you had applied again and again for the assessment on Nineteenth street?—A. I did.

Q. Did you apply to Mr. Forsyth?—A. I applied through the vice-president, Mr. Henry A. Willard.

Q. Is not the office of the superintendent of assessments one of the

subordinate branches of the board?—A. Only nominally. They never showed me one single paper, as I have said here.

Q. Did you ever go to the office of Mr. Beall, the superintendent of assessments, to get the assessment-sheet for Nineteenth street?—A. I went to the vice-president there and they told me——

Q. Just answer my question, if you please. Did you ever apply to Mr. Beall, superintendent of assessments, to show you or give you the assessment-sheets for Nineteenth street?—A. I applied through the vice-president of the board, and was informed that it was not there.

Q. Then you never applied to Mr. Beall personally?—A. I applied through the vice-president of the board, Mr. Willard, and Mr. Beall sent over, and he said he had nothing but figures, no quantities. What I was after was to get the quantities.

Q. The assessment-sheets, when made out, are filed in the office of the superintendent of assessments, are they not?—A. Then it is very queer that we could not get them on repeated application.

Q. Well, if it had not been made out and filed there, of course you could not get it. I ask you this general question: whether the assessment-sheets, when made out, are not filed in the office of Mr. Beall, superintendent of assessments?—A. From the experience which I had in this case, the application through the vice-president, it would seem that they are not there, or at least have not been there, until last week. They may have sheets showing figures, but no quantities. What I was after was this: I wanted to see in Nineteenth street, which runs through P-street circle, certain quantities.

Q. The assessment-sheets, when completed as assessment-sheets, whether they show figures or quantities, or whether they are totally blank, are filed in the office of the superintendent, are they not?—A. Here is one of them for instance, here is First street east, a statement of expenditures on account of sewers, George Follansbee, 1,724½ linear feet of 12-inch pipe, at 88 cents, makes \$1,517, and so this whole assessment is footed up to \$8,840. That is the information I wanted.

Q. That shows the quantity and the price both?—A. Yes, sir; and there it shows how the citizens are taxed for it.

By the CHAIRMAN:

Q. Let me ask you a question; I want to understand this: where are these assessments kept?—A. As far as I am informed they are kept in Mr. Forsyth's office, as I have repeatedly said.

Mr. HAMILTON. Just answer the question, if you please.

The CHAIRMAN. They are kept in Mr. Forsyth's office?

A. To the best of my knowledge.

Q. Is there such an officer as superintendent of assessments?—Yes, sir.

Q. Does he have any papers connected with assessments?—A. Well, really, that is a question that, in our circuitous way of doing things, I could not state positively.

Q. You know there is such an office?—A. Yes, sir; I know that.

Q. And such an officer?—A. Yes, sir.

Q. And that he keeps papers belonging to the board of public works?—A. Yes, sir.

Q. He is a subordinate of the board?—A. Yes, sir.

Q. Have you ever been in that office?—A. I have been there, but since he acts under the orders of the vice-president I do not like to interfere with the machinery of the board.

Q. Are not members of the board of public works permitted to exam-

ine into the doings of subordinate officers? Do you mean to say to the committee, that no man can have access to those papers except by an order of the vice-president of the board?—A. Well, no; I could not say that exactly; in some cases——

Q. Did you ever apply to any subordinate officer for any paper, which paper was refused to you because you had not an order from the vice-president?—A. Well, as a general thing, I made it a rule not to do such a thing, but I always go——

Q. But you are a member of the board of public works, and I want to know whether as such member, all the papers of the subordinate officers of the board are not accessible to you?—A. Well, I should think they ought to be.

Q. Have you ever applied for any paper to any subordinate officer and have had that paper refused to you?—A. I really do not remember any cases; I am not in the habit of calling for those papers.

Q. If you want a paper of a subordinate officer, as a member of the board of public works, would not the place to secure that paper be at the proper office. I understand you to be complaining of the circuitous manner of doing business. Now, that would be the direct way of getting the paper would it not?—A. Yes; but then it is not the way the board of public works do their business.

Q. Well, is not that a proper way for a member of the board of public works, if he wants information, to secure it?—A. It ought to be so.

Q. I think so. That is all I want to ask you, sir.

By Mr. MATTINGLY :

Q. Then the trouble with this Nineteenth-street assessment that you laid so much stress on was, as I understand you now, that it did not show the quantities?—A. Yes, sir; I was brought from Mr. Forsyth ——

Q. Well, now; here, you need not go into such detail and explanation: all I want to get at is a plain matter of fact. It was reported to you that those were in Mr. Forsyth's possession. Now, you and Forsyth were on such good terms, did you apply to Forsyth to ascertain the quantities?—A. I stated that I make a difference between official position and the person. In the official position I have always claimed that it is an important matter of assessments where citizens are so largely interested——

Mr. HAMILTON. Just answer the question, sir.

By Mr. MATTINGLY :

Q. Did you apply to Mr. Forsyth for the information which you wanted in regard to Nineteenth street?—A. This question came up in a board meeting——

Q. Did you apply to Mr. Forsyth for the information you wanted in regard to Nineteenth street?

By Mr. HAMILTON :

Q. What is your recollection about that?—A. My recollection about this is that in a board meeting Forsyth's chief clerk, who is here——

Mr. MATTINGLY. I object to this, sir; I want an answer to my question.

The CHAIRMAN to Mr. Cluss. You are under examination, Mr. Cluss, as a member of the board of public works. You are its chief engineer. You have in your examination-in-chief testified in a way tending at least to implicate your fellow members of the board. They have a right to cross-examine you and test your recollection, your memory, your knowl-



edge, and in every respect. They have a right to have specific answers to the questions they put to you. Now, please answer.

By Mr. MATTINGLY :

Q. Now, I will ask you again whether you ever applied to Mr. Forsyth for the information which you desired with regard to Nineteenth street ?—A. I have not applied to Mr. Forsyth, because it came up in a board meeting ; and the officer of the board meeting, the one who keeps the record, it was his place, and he did apply to Mr. Forsyth.

Q. Well, you have no personal knowledge of that ?—A. I have personal knowledge of it, because I saw that the gentleman came out from Forsyth's office with the assessment-sheet, which then contained figures but no quantities. In Mr. Bell's collection-office they said it was in Forsyth's office, and in Forsyth's office it was between the two.

Q. On page 2062 of your testimony relating to your report made upon the increase of price allowed to the Evans Concrete Company, Mr. Merriek put to you this question : " I understand you that certificate was made before you became a member of the board, and that it was made in your private character, and not officially.—A. Yes, sir." Was that certificate made by you before you became a member of the board ?—A. I said yes, sir ; I was then inspector of buildings. To the best of my recollection, this was made before I was a member of the board. I wish the official paper to be produced here. In answering that I was not a member of the board at the time I made this report I am most positive about, although I may be mistaken a little in the dates. I think I am positive about that.

Q. When the allowance to Mr. Filbert for grading on F street was made, was there not an allowance of fifty cents a yard made to him on your recommendation ?—A. I think forty-five or fifty cents. I do not distinctly recollect.

Q. I will read you this extract from the minutes of the board :

*Extract from minutes of the board of public works, Washington, D. C., December 20, 1873.*

The board met at one p. m. by appointment ; present Messrs. Willard, Cluss, and Blake.

The vice-president stated that he called the meeting for the purpose of considering the claims of Messrs. Taylor and Filbert for an increase in price of grading done by them on F street, between Ninth and Fifteenth streets, in consequence of lowering the railroad-track and the unusual difficulties encountered in the prosecution of the work ; also New Hampshire avenue, Tenth, Thirteenth, and I streets. Upon the recommendation of Mr. Cluss, it was determined in the case of F street to allow them fifty cents per yard for the whole amount of grading, not deducting the customary two feet, and fifty cents as a fair average for haul. Action on the other streets, viz : New Hampshire avenue, Tenth, Thirteenth, and I streets was deferred to some future time.

CHAS. S. JOHNSON, *Secretary*.

A. I wish to say that similar applications for increase of work were made. I would say, for one, the North Capitol street sewer—the board were a couple of times—

Q. I do not mean to insinuate at all that it was not proper that that should be done.—A. I stated the other day that I did that on account of the difficulty of dealing with such things, and it was done. I am willing to take the responsibility for whatever I am responsible for.

Q. This certificate of yours as to the increase in the Evans matter bears date December 24, 1872.—A. It shows I was not a member of the board.

Q. You had been a member of the board for two months.—A. Please bring that letter ; I want to see it.

Mr. STEWART. The original letter was put in evidence, and is in the custody of the committee.

The WITNESS. It was so long that it was my certain impression that it was before I was a member of the board.

Governor SHEPHERD. The official record shows that he had been a member of the board for two months.

The WITNESS. I was not in charge of the engineer's office then. It was in the first six weeks when I was a member of the board, and certainly it was my impression that at that time I was not a member yet.

By the CHAIRMAN:

Q. You became a member of the board in October?—A. Yes, sir; I may be mistaken in that. I am willing to acknowledge this if it is so, because certainly there is nothing very important depending on it. I only wish to say that I did not intend to misstate anything. I intend to reply to the questions as much as possible.

By Mr. MATTINGLY:

On page 2080 of your testimony, in speaking of the measurements of work done by Albert Gleason, the measurements made by Mr. Oertly, and of the work on south E street, the question was asked, "Do you know whether they were correct or incorrect measurements; what is your opinion, as the chief engineer of the board?"—A. My opinion is that they are gross outrages.—Q. That they were excessive measurements?—A. Well, more than that; more than excessive measurements.—Q. That they were frauds?—A. I think so; at least the one I mentioned and asked the committee to look at." That was south E street, was it not?—A. Yes, sir.

Q. In which you say the measurement was a fraud—so excessive as to amount to a fraud?—A. That is what I mean to say.

Q. The allowance for that was \$17,000?—A. Yes, sir; \$17,765.25.

Q. At the time you were testifying what do you think would have been a proper allowance for the amount of grading done there?—A. I was only positive that this was a good deal too much. I understand that a measurement was made yesterday which will foot up to \$4,500 less than what has been paid.

Q. I asked you at the time you were testifying, when you pronounced this so excessive as to be fraudulent, what did you suppose for the time would have been a proper allowance?—A. I thought it was too much. I say that the street was graded through one square, and Mr. Albert Gleason and Mr. John O. Evans—they afterward went below grading for the purpose of making sand-pits and using this sand for paving purposes. Being upon their line, this was a monopoly to them, and, in my opinion, the sands which they appropriated there ought to be charged against the money that they received from the street. I further thought this was——

Q. Now, Mr. Cluss, you can answer that question. Can you tell me, at the time when you testified that this measurement was fraudulent, what, in your opinion, at that time would have been a proper allowance for grading done on that street?—A. I know to day positively what it is, and so, of course——

Q. O, I understand that. My question is, what was your opinion at that time?—A. That it was much, too much, a good deal too much.

The CHAIRMAN. Q. Can you not answer the question?—A. I cannot, sir. I know nearly \$18,000 was paid for that, and I know it was much beyond the limits.

Q. Did you, or did you not, make an estimate of it yourself?—A. O, yes, sir; I did, a general one.

Q. Then what was that estimate?—A. I think I have some note about it; it would be difficult, however, for me to find it just now. I find that this one square, where the work was mainly done, was 340 feet long and 90 feet wide, and such a square, if excavated one foot deep, would make 1,134 cubic yards. To make this quantity come out, I have found that this had been charged at the rate of 30 cents a yard for excavation, and 45 cents a yard for hauling to the canal; so, in order to get the quantity out, I was sure that this was an overpayment of, perhaps, in my opinion, from—about two thirds of it, of what was actually paid, would have made enough. I took the measurements, and said, "How high have I to go up in order to get the sum of \$17,000?"

By the CHAIRMAN:

Q. You are testifying from a memorandum; when was that made?—A. It was made before I testified here.

By Mr. MATTINGLY:

Q. That was a partial measurement, was it not?—A. It was a partial measurement. This is a partial measurement this day; it is a partial measurement which was in fact a final measurement, because, as I have said before, and this is just the objection to this very voucher, that Mr. Oertly has in a couple of days measured about fourteen streets. One of them I found by looking over—Maryland avenue, from Seventh to Eleventh street, grading, \$4,582.60—I found that a contract was only given Mr. Gleason August 29. I thought that if, on two days later—

Mr. MATTINGLY. Will you answer my question without branching off into something else, or not?—A. Well, what is it?

Q. I asked you whether this was a partial measurement?—A. It is so this day, and he is paid in full for it instead of 80 per cent., and therefore it is a final measurement, because it appears that he has been paid in full.

Q. He has been paid in full, has he?—A. It appears so; I am not positive about that.

Q. That was what you stated the other day, was it not; that he had been paid in full and that was one reason why it was a final voucher, because he had been paid in full for the amount of that voucher, and it was more than the work would have amounted to, and, therefore, he would not apply for any final measurement?—A. Mainly.

Q. That is the idea, is it not?—A. But it is very uncommon to wait eight months and not touch anything.

Q. Do you not know that \$8,000 has been retained from Mr. Gleason on that?—A. I do not know it; no, sir.

Q. Did you ever take the trouble to inform yourself?—A. I did the best to find what I could out from the official papers.

Q. Did you go to the official papers to find out whether Gleason had been paid in full for that measurement?—A. The question for me was that it was a fraudulent measurement of \$17,700 for work which was sent down to the auditor—

Q. That is not the question, sir. You stated that that was a partial measurement; that it was not only excessive—that excessive was not the term for it, but that it was fraudulent, and that, while a partial measurement, it was in fact final, because it was excessive; that Mr. Gleason had been paid in full; had received more than it would measure, and,



therefore, he would never apply for a final measurement.—A. I wish to read my testimony to refresh my memory.

Q. Did you not say two minutes ago that that was what you said?—A. No; I did not.

Q. Now, I ask you this question——?—A. Well, I want to see the testimony before you ask me any other questions. I see here, “I wish that the committee in full or a subcommittee should go to E street south-east, from——”

Mr. HUBBELL. Do not read; we have all heard that testimony.

[After some little discussion as to what had been stated by the witness, Mr. Wilson said:]

Mr. WILSON. My recollection was that Mr. Cluss was not asked anything about the payments, but only as to measurements; I do not think he said anything about the payments, and I do not think you will find it in his testimony.

By Mr. MATTINGLY:

Q. If a man applies for a partial measurement, and gets it, and afterwards applies for a final measurement, is the work finally measured; and if there is any error in the partial measurement, is it corrected?—A. Yes, sir; it is corrected. The partial measurement is always expected to be less than a final measurement. We are never expected to be thousands above the final measurement. I understand this work was measured yesterday. I would like to hear the result.

By Mr. WILSON:

Q. By whom?—A. By Mr. Barney, under the orders of the governor. I am informed that it foots up about four thousand and several hundred dollars less than Mr. Oertly's paper calls for. Mr. Barney, under special instructions of the governor, has gone over that measurement, and has it now here. I asked Mr. Barney to give me a copy, and Mr. Barney said that he had measured it, and Mr. Oertly was nearly crying on account of the position that he was placed in.

Mr. MATTINGLY. Mr. Barney's measurement will be put in.

The WITNESS. Is it here?

Mr. MATTINGLY. I have it among my papers; it will be put in.

By Mr. MATTINGLY:

Q. Do you know whether Mr. Gleason has been paid on that measurement or not?—A. I do not.

Q. Do you know whether Mr. Gleason resumed work on these streets referred to?—A. I have watched that street for a length of time, and he has not been there except perhaps to take out sand for his private purposes.

Q. Did he not resume work there, and was he not stopped there by your order?—A. I do not remember that. He commenced there without my orders. He commenced this street on direct orders from the vice-president, and I think I have a note of it here somewhere. A contract was given to him, and this contract—he never applied at the engineer's office for anything. After six weeks, when the contract was in his hands, he received orders direct from the vice-president, without gradings or stakes, and without giving us notice, and went in and went to work.

By Mr. WILSON:

Q. Were the cross-sections of that street taken before he commenced work there?—A. No, sir.

Q. Are there any data in your office by which you can make an accurate measurement now of that street?—A. Mr. Barney reported to me last night when I asked him about this that he had been making these measurements yesterday and done everything to favor Mr. Oertly's measurements, and brought it up to about four thousand and some dollars.

Q. Is there that in your office which will enable an accurate measurement of that street by him?—A. No, sir.

Q. Why not?—A. We have been making cross-sections of streets that we thought would be of use, but this is such an out-of-the-way street that it would be the very last street to go to, if we were going all over the city.

Q. Did you have any notice, in advance of Mr. Gleason's going to work on that street—that he was going to make an excavation on that street?—A. I had notice that he had a contract, but no notice that he was going to work under it. He had half a dozen streets, I believe, or several of them, at the same time.

The CHAIRMAN. Mr. Mattingly, if you will turn to page 2095 you will see Mr. Cluss's statement in reply to one or two questions which I asked him. They read as follows:

When you discovered that Mr. Oertly had made a partial estimate there for Gleason, aggregating, &c.

That is all I find that he has stated about payment.

Mr. MATTINGLY. I had the impression on my mind that he had testified that the money was paid, and what produced the impression is this, at the bottom of page 2081. I intended asking Mr. Cluss about it.

The CHAIRMAN. I asked Mr. Cluss this question:

Q. Do you know whether a certificate was ever issued for that?—A. I have noticed in the treasurer's statements, published in that report for 1873, that amounts corresponding to those were paid.

I think that is all there was stated about that, that left the fair implication that the whole sum had been paid.

Mr. MATTINGLY. Yes, sir; I was fortified by that at the bottom of page 2081, where he says that Colonel Magruder had been waiting hardly until the ink was dry to take the voucher off.

By Mr. MATTINGLY:

Q. Relative to this matter I understood you to say that when you ascertained that these excessive and fraudulent measurements had been made you did not report it to the board because you were waiting for the final vouchers to come in?—A. Yes, sir.

Q. That is correct, is it?—A. Yes, sir; that is correct.

Q. And therefore you took no action about it because no final voucher had ever come in?—A. No, sir.

Q. That is correct?—A. That is correct. I did not take any official action. I had it in my mind.

Q. Have you not since that time approved accounts for Mr. Gleason?—

A. Do you mean other accounts?

Q. Yes, sir.—A. Yes, sir.

Q. Did you make any mention of these measurements at that time?—A. I did not.

Q. Why did you not?—A. Well, because his work is always proceeding. He does work now at present, most likely to this day, to the best of my recollection—some work on Fourteenth street.

Q. But then you had the idea of this excessive measurement in your mind; you had the further idea that the measurement, although a partial measurement, was larger than the final measurement would be; why did you not, when he came in and when you were measuring other work for him, correct it?—A. Because as a public officer I had ulterior views; I did not want to pluck the fruit before it was ripe. I thought the time would still come when I could vindicate public honesty. I wanted to take my own time for acting on it. I should certainly not have failed to bring it up at the time when it should, in my judgment, be proper.

By Mr. HUBBELL:

Q. You think the fruit is ripe now, and you are going to pluck it?—

A. The time would have come, sir.

By Mr. MATTINGLY:

Q. Since that time have you not, from time to time, approved the measurement of Mr. Gleason's work that has come to your office?—A. Yes, sir.

Q. Have you yourself given contracts to Mr. Gleason since that time?—A. I could not answer definitely; as a general thing, the vice-president, as I have stated before, gives out all the contracts. There might have been, perhaps, a small, unimportant work, especially in the present state of affairs, when we have to beg men to do the work.

Q. State whether you did or not, without that long explanation.—A. I do not recollect.

Q. You may have done so so far as you recollect now?—A. Might and might not.

Q. Then you approved every voucher of Gleason that has come through your office since that; you have yourself given him a contract, and you made no effort during the whole of that time to correct this fraudulent measurement because the fruit was not ripe yet?—A. Yes, sir.

Q. That is your reason for having acted as you did?—A. Yes, sir.

Q. On page 2082, in your tabular statement there as to sewers, have you included in that statement all brick sewers charged to the Government at \$4.70?—A. I am——

Q. Now, just answer the question, if you please.—A. I cannot answer this question directly.

Mr. CHRISTY. He says he cannot answer it directly.

The WITNESS. Not directly; I can answer it.

The CHAIRMAN. You can say whether you know or not.

The WITNESS. I know that there was a claim before Congress for main sewers, and therefore, when Mr. Oertly in his statement, which is opposite to mine, when he calculated the price of small and pipe-sewer, included shorter or greater lengths of main sewers, even going in the cost as high as over a hundred dollars per foot, then, of course, I left off, because I knew that there was a claim against the Government, put in by the board of public works, and I knew further that if this sewer had not all been charged to the Government yet it was only because there was no appropriation for it. The fact that these sewers have mainly been charged not under the head of \$4.70, but at their actual rates, and the like, was sufficient evidence for me that I had, in order to get an honest price for pipe sewers, to leave off these main sewers.

Q. Turn to page 2084. At the bottom of the page Mr. Wilson put this question to you: "Do you know how the skating-rink was filled,



and where the earth came from?—A. That was done before I was a member of the board.” What skating-rink had you allusion to?—A. Most likely I alluded to the skating-rink where you most likely have been skating and myself and many others a couple of years ago. I do not remember the exact limits.

Q. Most likely you alluded to that?—A. I did not allude to anything. Mr. Wilson alluded to something.

Q. Mr. Wilson asked you: “Do you know how the skating-rink was filled, and where the earth came from?” Your answer was: “That was done before I was a member of the board.” You say that it was filled before you were a member of the board?—A. Yes, sir; if it was filled.

Q. Now, I ask you what skating-rink did you allude to?—A. I alluded to the skating-rink which every boy in Washington City would have alluded to two or three years ago.

Mr. HUBBELL. Describe it, so that we can understand it.

Mr. MATTINGLY. There are two here.

The WITNESS. It is on the river's edge, somewhere between Seventeenth and Twentieth street north; I could not say the exact location.

By Mr. MATTINGLY:

Q. Did you not know at the time you were testifying that that property belonged to Mr. Shepherd?—A. No, sir; I did not.

Q. Had you not heard it?—A. No, sir.

Q. Did you not understand it so?—A. I have nothing to do with Mr. Shepherd's real-estate speculations; I could not keep the run of that.

Q. That is not the question. At the time the question was put to you, were you not under the impression that Mr. Shepherd owned that property?—A. I do not know, sir; I did not know.

Q. You did not know?—A. No, sir.

Mr. WILSON. I will say about that, I never heard that before, that Mr. Shepherd had anything to do with that property.

Mr. MATTINGLY. It was stated in the last investigation.

Mr. WILSON. I never saw it or heard it before.

Mr. MATTINGLY. It was in the last investigation, and has been alluded to in the papers that he had that skating-rink filled at the expense of the District of Columbia.

Mr. WILSON. Well, I never heard of it before.

By Mr. MATTINGLY:

Q. Are you able to state now whether, in point of fact, that skating-rink has been filled or not?—A. I am not able.

Q. You are not?—A. No, sir.

Q. Why did you not state that, then, in answer to the question, and not state that it had been filled before you were a member of the board?—A. Well, it has been filled. O, yes; I was mistaken in answering that. I know it has been filled, because we have not been skating there for several years.

Q. Is that the reason you say that it has been filled?—A. O, I know from going over the ground, I saw it was filled.

Q. Do you swear now that it has been filled?—A. I do not swear, sir; I say I did not know anything about it.

Q. Now, how is it; do you say it has been filled, or has not been filled, or do you know anything about it?—A. I do not know enough of it to be able to make a statement under oath.

Q. Then why did you not answer on Wednesday last when that question was put to you, that you did not know whether it had been filled

or not?—A. Well, it was a question—if a hundred questions were asked me——

Mr. WILSON. (To Mr. Mattingly.) Where is this property that it is stated that Adams had bought which is in the skating-rink?

Mr. MATTINGLY. I do not know, sir. I was not here when the testimony was given.

Mr. WILSON. That is the property I was alluding to.

Mr. MATTINGLY. I very naturally supposed, you can readily understand, that you were alluding to this as the rink referred to in the former investigation.

Mr. WILSON. No, sir. I never heard of it before. I did not know that there were two skating-rinks.

Mr. MATTINGLY. O, yes, sir; this was a large skating-rink.

Mr. WILSON. That question came out of some testimony in connection with Mr. Adams; I do not recollect just how, but it was that which I was alluding to when I put the question to Mr. Cluss.

The WITNESS. There is a small skating-rink there.

Mr. MATTINGLY. There was a skating-rink at the Olympic Base-Ball Grounds?

The WITNESS. Yes, sir; that is it.

Mr. WILSON. I certainly never heard that Mr. Shepherd had anything to do with it.

Mr. MATTINGLY. It seems that Mr. Cluss did not refer to the same thing you did; he referred to the other.

The WITNESS. That shows the difficulty of a witness answering.

Mr. MATTINGLY. Yes, sir; and it shows the propriety of a witness being particular as to how he does answer.

Q. On page 2089, referring to the tables produced by Mr. Oertly, this question was put to you:

Q. You think he has made those tables to conceal the truth rather than state it?—A. Well, I do not say exactly that that is his object.

Q. But that is the effect of it—to conceal the truth rather than to state it?—A. Yes, sir.

I want to know what tables you alluded to; whether you merely referred to those tables relating to the sewer at \$4.70 a foot, or to all the tables he had put in at that time?—A. No, sir; it was at \$4.70 a foot. I think this is clearly stated here, and to justify his price in \$4.70 for pipe-sewers, and this is my honest opinion.

Q. And you merely had reference to these tables?—A. I stated so.

Q. And those tables are concealed so that you could not understand them?—A. I could understand that the price was too much which was obtained, as an average, especially after I had gone through the exact process of taking the average of sewers actually built and not of assumption.

Q. Here is your certificate in connection with the increase of the Evans Concrete Pavement Company; is that correct?—A. Yes, sir.

Q. December 24, 1872?—A. Yes, sir. "Respectfully referred to the inspector of buildings for his opinion." Now, this is what I had in view. I was not a member of the board, but inspector of buildings; and then this indorsement led me unwillingly to think that I was not a member of the board of public works. You see it was referred to me as inspector of buildings.

Q. You were a member at that time?—A. I was.

By Mr. MATTINGLY:

Q. And had been for over two months?—A. Yes, sir; but this indorsement to the inspector of buildings misled me. [Counsel here pro-

produced the papers set out on pages 423, 424, and 425 of printed record.]

The WITNESS. While we are speaking on this subject, there is one error which is apt to mislead very much here. I found it only to-day. On page 2061 there ought to be "sodding," instead of "flagging." Most likely I spoke indistinctly.

Q. If you will turn to the bottom of page 2051 the question was asked:

Q. Are we to understand you to say in regard to this letting of contracts that you were not consulted as a member of the board?—A. Never. I wish to say there is one single exception, and this is as far as I remember. I went some time in July of last year—I happened to go on business—to the private office of the vice-president, Mr. Shepherd. I found him there in consultation with Mr. Oertly, and, looking at what they were doing, I saw they were giving out contracts for main sewers. They showed me what they were doing, and at that hour, I think it was—yes, it was then—that about a million dollars' worth of contracts were given out. I was present, but was not consulted but in one single instance. I remember I made an objection to the party who was to have this contract.

Were not you and Mr. Oertly at Mr. Shepherd's office on that occasion by special request?—A. Mr. Oertly may have been there; I happened to drop in on other business.

Q. Did you not receive a note from Mr. Shepherd requesting the presence of yourself and Mr. Oertly there, with a view of talking over the matter of letting out the contracts for these sewers?—A. No; I do not think I received any notice like that.

Q. You do not remember any such notice?—A. No, sir. If it was sent up to the board of public works' office it never was delivered to me; because I am positive about that, that I dropped in and found the two gentlemen there.

Q. You do not remember this; that while you and Mr. Oertly were there in the office some three or four other gentlemen were there engaged with Mr. Shepherd on private business, and that after they got through then you, Mr. Oertly, and Mr. Shepherd went over the matter of these sewer contracts; do you remember that?—A. I do not remember about the three or four gentlemen having been there.

Q. Do you not remember you had to wait until they got through before you could talk with Governor Shepherd about these sewers?—A. In the multifarious duties of one year I could not remember such an occurrence.

The CHAIRMAN. Mr. Mattingly, to refresh his memory, give him the names of the persons who were present?

Mr. MATTINGLY. I do not know the names of those persons who were present, now, sir.

Q. But you do remember, as I understand you to say, that you were only consulted on that occasion with reference to one of these contracts?—A. The occurrence is exactly as I stated it. I stated that I made an objection in two cases—at least, I mean to say that I made objection in one case; the other, Gallagher & Co., I could not object to, because I never heard their names before. They are no citizens of the District. I did not know them as mechanics in that line; and so I thought the governor most likely knew them better than I.

Q. Did not Governor Shepherd on that occasion talk over, both with you and Mr. Oertly, each one of those sewer-contracts?—A. Well, they could not have let out \$1,000,000 worth of work if each one of them had not been assigned; each one of them must, of course, have been talked about—the length of it, the prices, and the designation by name.

Q. And was talked about on that occasion?—A. Yes, sir; that was so.



Q. That was so; then you were consulted about that?—A. Well, I was not consulted about that. I say just now that I would not, as a citizen of Washington, give a contract of \$359,000 to an outsider if there was a free and fair consultation about it. I have too much respect for the mechanics of the District.

Q. Do I understand you to say that Governor Shepherd talked over the matter with you, as to each one of these sewer-contracts, on that occasion?—A. Sir?

Q. That he did, on that occasion, talk over with you the matter of each one of these sewer-contracts?—A. My testimony is correct in that regard.

Q. Answer that question, if you please.—A. Those sewers were taken in hand. There was no talk about them. The price was fixed, so much for depreciation of paper put on, and the name was put on to it.

Q. Was that all done there on that day?—A. It was sent back, no doubt, to the clerk's office in the office of the vice president. Whether it took them one or five days after that to send out the notice, I do not know, sir.

Q. Were you consulted about the price?—A. The governor said: "Should I think is that a fair good price?" I looked at the figures of Mr. Oertly—the figures, most of them, had been made by Mr. Oertly—I looked at the figures, and said, to the best of my recollection, it was \$23 a thousand for brick and cement, and which, if they are well laid, is not too much. In one case only it was over. These prices, I said, were good, and were fair prices. I do not want to get out of it. I will take the responsibility. I was consulted about that.

Q. You were?—A. Yes, that is to say, about the price; but not about the men who got the work.

Q. Well, I understood you to say, the other day, that when the different contractors were named for the different work, that there was one name you did object to?—A. Yes, sir.

Q. You made no objection to the others, did you?—A. It was notorious how the business of the board has been done.

Q. O, answer the question. Did you at that time object to anybody else but the one that you had named?—A. I did not consent.

Q. Did you object?—A. If silence—no, sir.

Q. You did not object?—A. I did not object.

Q. Now, there was one contractor to whom you did object?—A. Yes, sir.

Q. Who was that?—A. Well, it is hardly fair that I put myself out—

Q. Well, you have already stated.—A. Well, it was Tompkins & Ruggles. I did it for the simple reason that I thought they had too much work on hand.

Q. You had a right to object; it was very proper that you should, if there were any reasons for it, and you did object?—A. The governor readily assented. I must give him credit when I state it that such was the case.

Q. You recommended somebody else for that contract?—A. Yes, sir.

Q. And he gave it to him?—A. Yes, sir.

Q. And that other person you recommended was Sam Strong?—A. Yes, sir.

Q. And he got that contract?—A. Yes, sir.

Q. On your recommendation?—A. Yes, sir; Sam Strong is a stonemason and bricklayer of this District.

Q. Do you remember who was in the room at the time?—A. I have stated that I remember there were Mr. Shepherd and Mr. Oertly there.

Similar meetings like that took place in his office. It is very hard to say, for me or anybody else, after one year has passed, who was present at that meeting.

Q. I know; but you testified here the other day as to one particular meeting, and as to what was done at that meeting?—A. I stated my recollection.

Q. Do you remember Dr. Howe being present; you know him?—A. Yes, sir.

Q. Was he there?—A. He may have been. I do not know. I now think that he might have been there; he might have taken the names of these men to whom the assignments were made, but I am not positive about that. My whole testimony was to show the way of doing the work of such magnitude; not that I was a partner to it. If I am, I confess my guilt.

Q. You alluded a little while ago, and several times, to a private correspondence between Mr. Shepherd and Mr. Oertly in your office?—A. A correspondence kept private from me. It was an official correspondence kept private from me.

Q. You say, on page 2059, "The prices for Government were fixed exclusively between Mr. Oertly and Mr. Forsyth and Mr. Samo. And the prices for the contractor were fixed by a private correspondence between Mr. Shepherd and Mr. Oertly of my office." You also say this: "He notified me afterward that such and such was to be the price; that is on the record."

The WITNESS. Why is not that letter forthcoming, for which I have asked several times?

Mr. MATTINGLY. Because there is no such letter in existence.

The WITNESS. Yes, there is. I saw that correspondence.

Q. What is the date of it?—A. I cannot remember the date.

Q. You seem to remember a good many dates?—A. I do; a good many. You have that letter here. [A paper was here handed to Mr. Mattingly.]

Mr. MATTINGLY. I have something here; I have all the papers with reference to this matter.

The WITNESS. Yes; here it is. [Receiving document from Mr. Mattingly.]

Mr. MATTINGLY. Is this what you allude to?

WASHINGTON, August 6, 1873.

Respectfully referred to Deputy Engineer Oertly, &c., who will fix the price for this work and give the necessary directions.

By order of the board:

CHARLES S. JOHNSON,  
Assistant Secretary.

The WITNESS. No doubt it is. "Referred to Deputy Engineer Oertly."

Q. That is what you say?—A. Yes, sir.

Q. Now, just answer me a few plain questions. That is the paper you saw?—A. Yes, sir; I think it is.

Q. And on the strength of that you swore here the other day, as I have read to you, that the prices were fixed by private correspondence between Mr. Shepherd and Mr. Oertly?—A. By an official correspondence kept from me.

Q. And now you say it was an official correspondence kept private from you; that is what you mean by a private correspondence?—A. No, sir; I do not—yes, that is the idea that I mean to convey.

Q. Do you mean to say that that is an official letter from Mr. Shepherd to Mr. Oertly?—A. Well, it is from the vice-president of the board, Mr. Shepherd. At that time Mr. Shepherd was vice-president—until

September some time; and then if this was by order of the board, the board is the vice-president.

Q. That is the way you reached that result, is it? That anything done by order of the board is an order of the vice-president? And when a matter is referred to Mr. Barney, or Mr. Oertly, or any other of your subordinates, by order of the board, that it is a private correspondence between the vice president and one of your deputies?—A. It is an official correspondence kept private from me.

Q. An official correspondence of the vice-president? Look at your records, and see what is the entry you have relating to that matter?—A. It is difficult to find anything here.

By Mr. HUBBELL:

Q. I would like to have one explanation. You call this letter an official correspondence, an official letter passing between the vice-president and one of your subordinates, kept private—out of your sight?—A. Yes, sir.

Q. By whose order was it kept from your observation?—A. By the fact that the vice-president did not address the engineer department or the engineer in charge.

Q. Let us understand a little. When that letter was referred to the engineer's office, was it placed on file in the engineer's office?—A. No, this goes back; an entry is made most likely in this book, [indicating.]

Q. By whose order was it kept away from you?—A. It never came to me.

Q. Who ordered it to be kept private from you?—A. The board said to Mr. Oertly to fix the price for this.

Q. Let me understand. Do you wish the committee to understand that Mr. Shepherd, as vice-president of the board, sent this communication to Oertly and directed him to keep it privately from you?—A. O, no; I do not mean that; I mean the effect of it was that.

Q. What do you mean? Do you mean that a letter came into the engineer's office which you did not happen to see?—A. Yes, sir; so that I am not responsible for the price.

Q. Could you have seen it, if you had looked for it?—A. Of course if I had twenty-four eyes I might possibly see every day what is going on; but as I have only two, I have to rely upon confidential assistants.

Q. Then all you mean by kept private from you is that a communication was sent from the board of public works into the engineer's office—a matter referred to one of the assistants which you did not happen to see?—A. Yes, sir; that is it.

Mr. WILSON. I will read the whole thing and put it in the record:

BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA.

*Washington, August 4, 1873.*

GENTLEMEN: I desire to inform you that I have commenced work upon the contract awarded me several days since, for jointing and setting of flag foot-walks around the Botanic Garden, but owing to no price being put upon the same I have not yet signed the contract. I desire to state that I do the grading, furnish my own labor, estimate, jointing and setting of the stone, in fact, everything with the exception of furnishing the stone, which is the old flagging, taken from the Post Office and Patent Office Departments.

My work is also somewhat retarded by Mr. Smith, Superintendent of Botanic Garden, who desires two foot-walks, of nine feet each, on Third street, and two on Maryland avenue, one of nine and the other of twelve feet. Mr. Smith's idea is to make an attractive promenade around the garden, with two rows of trees on both Third street and Maryland avenue. I have to request that the matter may be deliberately settled as speedily as possible, so that I may not be delayed in the prosecution of my work.

Very respectfully,

JOSEPH H. HUTCHER

*To the Hon. Board of Public Works.*



## BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA.

*Washington, August 6, 1873.*

Respectfully referred to Deputy Engineer Oertly, who will fix price for this work and give the necessary directions.

By order of the board,

CHAS. S. JOHNSON,  
*Assistant Secretary.*

The work done by Mr. Fletcher is the same as that performed in laying the flagging across the Mall, viz: jointing, occasional taking out of wind, furnishing sand and cement and laying the flagging; (hauling done by board.) The price fixed upon for Seventh, Twelfth, and Fourteenth streets was 34 cents per square foot. Mr. Smith called several times on account of the double line of flagging on Third street, and I would respectfully ask for instructions in this matter.

Most respectfully,

B. OERTLY,  
*Deputy Engineer.*

AUGUST 6, 1873.

Respectfully returned to Deputy Engineer Oertly, who will see Mr. Smith and say that the board has not the means to put down double lines unless he specially desires it. If he does, you will have it done. You will give the same price as has heretofore been given for the same work.

By order of the board.

CHAS. S. JOHNSON,  
*Assistant Secretary.*

AUGUST 8, 1873.

I have the honor to report that I have seen Mr. Smith, who insists on the double lines of flagging, the inner one sufficiently raised to afford of a good view of the garden. The double line is only desired for Third street and not for Maryland avenue, and inasmuch as the Government will pay for this work, the wishes of Mr. Smith ought to be complied with.

Most respectfully,

B. OERTLY,  
*Deputy Engineer.*

AUGUST 13, 1873.

By the CHAIRMAN:

Q. Now, this seems to be a letter addressed to the board of public works by Mr. Fletcher?—A. Yes, sir.

Q. In the ordinary course of business, where would that letter go?—A. To the vice-president.

Q. Would it be opened by him?—A. It would be opened by him.

Q. Would it be laid before the board?—A. Not at that time. At that time it was not usual to lay these before the board.

Q. At that time, was it the custom of the vice-president of the board or did he in fact open the letters addressed to the board of public works and answer them as from the board, without consultation with the board?—A. Yes, sir.

Q. Or with any member of the board, to your knowledge?—A. To my knowledge, not any member of the board. Other members may have been consulted, but I did not know it.

Q. Then, as a rule, you did not see letters addressed to the board of public works?—A. No, sir.

Q. And had no knowledge of their contents?—A. No, sir.

Q. Where were these letters generally kept?—A. In the office of the vice-president.

Q. Has the vice-president an office different from the office of the board of public works?—A. It is on a different story. The engineer's office is in the third story, and the vice-president's offices are in the second story.

Q. Where is the office of the board of public works?—A. The vice-

president's private room is considered the office of the board of public works.

Q. Where should that paper be deposited; in what office?—A. Among the files of the vice-president.

Q. The board of public works has no office, then?—A. No, sir; it has no office.

Q. Is there any clerical officer who has charge of this class of correspondence; or is it in the custody of the vice-president?—A. The clerical officers have charge of these letters.

Q. Are not such letters frequently written; were they not during this time of daily occurrence?—A. O, yes, of daily occurrence.

Q. Coming from contractors every day?—A. Yes, sir.

Q. And were not these offices open, and these papers open to the inspection of every member of the board of public works, or were they concealed by the vice-president from his fellow-members?—A. O, no; they were not concealed.

Q. You had access as a member of the board of public works to any paper or correspondence addressed to the board, had you not?—A. I would have most likely, but the mass of letters that came, it would not be possible for any human being to find out the important letters. Any one day there may be thirty or forty letters come, where it would be absolutely impossible for me to control anything in such a way.

Q. But as a member of the board you had an opportunity of inspecting everything addressed to the board, had you not?—A. I suppose so.

Q. I only want to know the method of doing business.—A. That is the method, sir.

By Mr. STEWART:

Q. Is not this very transaction entered in your records?

By Mr. MATTINGLY:

Q. When referring to Mr. Oertley under that order, is it not entered on the public records of your office?—A. Yes, sir; it seems so.

By Mr. STANTON:

Q. That is, the records of the engineer's office?—A. Yes, sir.

By Mr. STEWART:

Q. This is the record of your office, in the engineer's office, after it was referred to him?—A. Yes, sir.

Q. That is the same transaction?—A. Yes, sir, exactly.

Q. Then, when it came there you knew all about it?—A. I knew so much that only two, three, or four days intervened—a week intervened—when Mr. Oertly reported the price, and when the board instructed me to pay that price; and I have repeated several times that it is not possible for me to look over all the books every day. A week may have very well intervened without my looking at that book.

By the CHAIRMAN:

Q. You stated, in answer to a question from me, that it was your custom to examine all these books and papers in your office at least once a week?—A. Once a week, I say, more or less.

By Mr. HUBBELL:

Q. You say here that Mr. Oertly fixed the price?—A. Yes, sir.

Q. Does it not appear there that the board fixed the price, saying that he was to have the same rate paid at other places for the same work?—A. Mr. Oertly reports to the board. He reports the work done

by Mr. Fletcher is the same as that performed in laying the flagging across the mall. I claim that it is not the same work. I claim, since it is old flagging, it is taken out of wind already. It is jointed also. It may need occasional rejointing.

By Mr. STEWART :

Q. You say that it is not the same work ?—A. No, sir.

Q. You were in the habit of looking over these books once a week. This entry is August 4 ?—A. Yes, sir ; and that date is August 13. I wish to call attention to the fact that August 4 is the date of the letter that Mr. Fletcher wrote to the board. It may have taken three or four days until it came up to me.

Q. You say, then, that it is not the same kind of flagging. How long after your attention was called to this, and after you knew of it, was it before there was any payment made under that ?—A. I wish to call attention now to this abstract. The abstract is not in strict correspondence with the letter which I read. The abstract reads here :

" Fletcher has commenced work on his contract to joint and set flag foot-ways around the Botanic Garden, but, owing to the price not being fixed, has not yet signed the contract ; states that he does the grading, furnishing the sand, cement, jointing and setting the stones ; in fact, everything except furnishing the stone. Mr. Smith, superintendent of the Botanic Garden, wants two footways on Third street of 3 feet in the prosecution of this work."

There is no statement showing that there was old flagging to be relaid. It is left out here in this. The letter which has been read just now stated that this was old flagging, while my abstract, which you have an opportunity to see, does not show that.

By Mr. MATTINGLY :

Q. The material fact in this matter is beyond that. You testify in these words, page 2059 ; as a member of the board of public works you took the stand here and stated under oath :

And the prices for the contract were fixed by a private correspondence between Mr. Shepherd and Mr. Oertly of my office.

Now I want to know of you what opinion would naturally be inferred from such a statement as that made by you ?—A. I let others draw conclusions. I have stated my case. I may have unfortunately worded this ; by private correspondence, I have repeatedly said, I meant an official correspondence kept private from me.

Q. I know upon cross-examination you have ; but you are a man of more than ordinary intelligence.—A. I do not know that ; I am glad to hear it from you.

Q. Well, I think you are in a certain way. Now, you have stated that you appreciated what you were doing, and you stated that the prices for the contractors were fixed by a private correspondence between Mr. Shepherd and the deputy engineer of the office.

The CHAIRMAN. Mr. Mattingly, I think Mr. Cluss has sufficiently explained that to-day. He states now that he did not mean to say that it was a private correspondence, but that it was a correspondence of which he had no knowledge.

Mr. MATTINGLY. I understand his explanation, sir ; I only want to get out of him his intention in stating as he did.

The CHAIRMAN. You can put that question.

The WITNESS. I have stated that my intention was to express official correspondence done through a private channel.

Q. That was your intention ?—A. Yes, sir ; it certainly did not mean anything else.



By Mr. BLACK :

Q. The board of public works had been established and the District government was in full operation for a year or so before you were appointed?—A. Yes, sir.

Q. At the time when you were appointed, had you any doubt that it was the object of the President and his advisers, the board of public works and others, to procure the services of a competent and upright man?—A. No, sir; none at all; on the contrary.

Q. You accepted the compliment contained in that letter which you read yesterday as being sincere, did you not?—A. Mr. Black, I am too old for vanity. I accepted; I showed it only as a record.

Q. You supposed, at all events, that they were sincere?—A. Yes, sir; I thought they were sincere, and I think so still.

Q. Then you had no idea that this was an invitation to you to take the part of a set of rogues, who would promote their own private interests at the expense of the public?—A. I should certainly never have joined them if I had had that idea.

Q. You never would have accepted it if you had not believed that that was the purpose?—A. No, sir.

Q. Is not the office of engineer to that board one of the most important in it?—A. Certainly.

Q. Was it possible for them to cheat the public—for any contractor to cheat the public—either as to the quality or quantity of the work, or the price of the work, without your concurrence?—A. The United States, yes; the contractor, no.

Q. A contractor might cheat by getting a higher price?—A. I mean that the engineer has pretty full control in seeing that a contractor gets no more quantity than what he actually lays, and gets no more price than the board fixed.

Q. As to the measurement of the work and the quality of it, it was necessary that the engineer should approve the bill before the contractor could be finally paid and settled with?—A. Yes, sir.

Q. Then there are estimates to be made that nobody can make without the engineer's approval?—A. Yes, sir.

Q. Therefore, as regards these estimates, and as regards the measurement of the work after it is done, in order to commit fraud upon the Government or upon the public it would be absolutely necessary to have the concurrence of the engineer? He must be an accomplice in it before it could be perpetrated, must he not?—A. I have stated not against the United States. Gross errors have been perpetrated against the United States without the knowledge of the engineer of the board, he not being privy to the transactions as to the measurements.

Q. As to which of them?—A. I have stated quite a number of them.

Q. Do you mean now those estimates that were made upon work upon which the \$1,240,000 appropriation is based?—A. That is it.

Q. They were made before you came in. Was that done with your concurrence, or was your concurrence necessary to accomplish that?—A. A letter was read here this morning of January 5, 1873, when I was a member of the board, and at that date the vice-president told Mr. Oertly to take charge of this. He did not inform the engineer in charge that he had deputized Mr. Oertly to do it, but he went to his assistant and told him to do it. So the engineer in charge is not responsible for those errors.

Q. After you were in office, could that be done without your concurrence?—A. It has been done.

Q. And it was done without your concurrence?—A. Yes, sir. I have

demurred to it, but, of course, I did not see, until the Governor's Answer came out, whether these measurements for the Government were right or wrong. So, of course, I had no—these measurements upon which all this money was paid—and you remember that yesterday a number of vouchers were shown here which were balances for the measurements—

Q. Wait, sir; was it not illegal for them to proceed with those measurements and estimates and lay them before Congress without first getting your approbation?—A. I stated yesterday that this was my humble opinion; not exactly illegal; but I thought that at least the spirit of the law was that the board of public works shall measure this work—that the engineer should do so.

Q. That you thought was your duty?—A. Yes, sir.

Q. Now, whether it was your duty is one question; but did you perform that duty?—A. I was debarred from performing it.

Q. You think now, and you thought then, that it was your duty and you did not do it?—A. Your question does not convey the right impression.

Q. The question does not, but perhaps the answer will.—A. I mean to say that within six weeks after these appropriations were passed, the major part of the money was drawn, and it went so fast that hardly anybody could recover from the shock of seeing what was going on.

Q. Hardly anybody could recover?—A. Could recover and see, after he came to his senses, what was actually done. After the main part of the work was done, it was not worth while for me to trouble about the little balances.

Q. This was done, then, clandestinely and without your knowledge?—A. Without my knowledge; I will not say clandestinely.

Q. Well, without your knowledge. Was it done so that you did not know anything about it at all?—A. I did not know anything about it. I knew after a while that they were measuring; but at the outset, for sure, I did not know for a length of time.

Q. You knew that it was your duty to understand this, and to stop it if it was wrong, did you not?—A. I am only one member of the board, you know, and if the vice-president would at that time assume to act for the board, and the other members were indifferent to it, what could I, as a single member of the board, do?

Q. Did you try?—A. Nobody ever asked me for it.

Q. If it was your duty, as an engineer, to see to this, how was it possible for these people to make these deceptions—these deceptive estimates or measurements?—A. I wish to be understood. If you call them deceptive measurements it is your word, and not mine.

Q. Why did you say that you had a quarrel, or something approaching a quarrel, with Mr. Willard, because you had determined to stick to the rights of your office? Why did you not stick to the rights of your office?—A. Because when I go into a new field of operation, which I did in December, 1872, it is my habit to make myself acquainted with the details, and to let the thing go on in its usual course until I am posted, and I dare say it took me until the latter part of the summer of 1873; and so it was not for me to interfere without knowing exactly how it was. I was new in that office, and was a few days in at the time when Mr. Oertly was deputized by the governor.

Q. Then it must have been a mistake to suppose that you were competent for these duties if you will stand by and see these things done without making an effort, at least, to stop them?—A. I do not know about that.

Q. You say that these things were done so fast that you could not recover from the shock of one before another was done?—A. Yes, sir.

Q. You were hit so rapidly that you were down all the time?—A. I was never down. I was always up. I am so still.

Q. Were you upright?—A. Upright, sir.

Q. Now, these estimates and measurements which you approved, are they right?—A. To the best of my knowledge.

Q. You now say they were right. There was nothing wrong about any of them?—A. If an error occurred, it certainly is an exception, and correctness is the rule.

Q. Including those which you stated the other day were wrong, and which you had never approved of, and never signed?—A. Yes, sir.

Q. You consider that they are right now. You now correct your testimony in chief by saying that these measurements which you pronounced wrong, and which you declared you never had approved, all are right, and you did approve of them?—A. I do not know what you have reference to. Whose measurements?

Q. I have reference to certain measurements and estimates upon which you denied that you had anything to do, and went back upon them and said you were not responsible for them: that you had never signed any approval, and when the paper was produced to you you admitted that you had?—A. There is that single case in this large bundle of papers. When it was presented to my office, no records being there, and having been made up there as an official formality, I was requested to sign those balances from avenues. They were balances: they were not the measurements themselves, to the best of my knowledge.

Q. There was one paper, a very important one, which you said you had signed without understanding it, because you had only eight days to examine, and another which you said you had signed on the first of November, and which had been presented to you only on the last of October, and you had sat up all night?—A. That is correct.

Q. And had not been able to understand, and you put your name to it, nevertheless. Now, when these papers were handed to you for examination and approval, were they not handed to you with the understanding that you were to approve and did approve of them as you would find it right to do?—A. Anybody who sees that mass of figures, those volumes of figures, would see that it was impossible for me, and that I had to rely upon the confidential assistant, Mr. Oertly, whom the governor had done the honor of deputizing.

Q. Answer in general terms, now, had you not just as good a right to say no as to say yes when you were asked if these papers were correct?—A. I had a right, of course, to refuse, but my desire at that time was not to interfere with the operations of the government, because I had no positive proofs, in fact, no proof at all from which I could infer that anything was done carelessly. Therefore I was certainly justified in relying upon the first assistant of the office and affixing my official signature.

Q. And you approved them, then, because you believed them at the time to be right?—A. Yes, sir.

Q. You believe them now to be right?—A. Well, I do not know.

Q. Now you believe them to be right, or have you changed your mind about that?—A. After I have seen those careless measurements against the Government, my confidence is shaken, and if I would have seen this before, I never should have signed those papers in such a hasty manner as they were presented to me.

Q. Then these papers were wrong after all?—A. I do not say they



are right or wrong. My confidence is shaken in them since I saw this volume of testimony in here.

Q. If they are wrong who is responsible for them; the man who solemnly under his official oath said they were right, or somebody else?—A. I have stated distinctly the circumstances under which these papers were brought to me. The Secretary of the Treasury, I believe, has in the same way signed the Sanborn contracts because he has put right before him a couple of hundred a day.

Q. Do you think an officer is morally or intellectually competent for his place who will sign a paper without knowing whether it is right or wrong, and an important paper; the validity and effect of which depends upon his signature? Is it not as bad as giving a judgment without evidence, and a false judgment at that?—A. I had a right, you know, at that time to rely upon my first assistants.

Q. You had a right to rely upon them? Have you a right to deny the integrity of these gentlemen?—A. Not integrity, but the accuracy of these statements.

Q. Have you any more right to doubt their accuracy than they have to doubt yours when there is a difference of opinion between you and them on a subject which they have actually examined and you have not?—A. He is a subordinate of mine. I am chief. My word rules; therefore I did not discuss the matter with him.

Q. After having received this appointment you confided, it seems, very fully in the integrity of your associates, did you not?—A. I certainly did.

Q. In all of them?—A. Yes, sir. I had known Mr. Oertly for many years to be the measurer of the Treasury Department, and so I certainly had a fair right to infer that he was careful.

Q. Not only the subordinates of your office, but in your associates—the gentlemen who were associated with you on the board of public works?—A. I have stated that before.

Q. You did?—A. Yes, sir.

Q. You answered in the affirmative?—A. Yes, sir.

Q. Then you went on very harmoniously with them for a length of time, did you not?—A. Up to this day I have never had any trouble with either of them of any great effect, though I always firmly and earnestly asserted my rights, whenever the question seemed to be imperative.

Q. You don't charge them with anything that is even irregular in their conduct now; are we to understand that?—A. I have blamed the system and not the men. I say the system is one which tends to favoritism, and is bound to lead the best men to corruption in the end. I have nothing to say against the men, but against the system.

Q. Then the system was as well administered by them as such a system could be?—A. I think so; it is this mode of doing business I do not approve of. That is what I say. Shall the same question be repeated to me three times after I have answered it for the purpose of getting conflicting testimony out of me?

Q. They and you were engaged together in the administration of a system which was essentially defective, and must lead to bad results?—A. In the end.

Q. They and you were both engaged in the administration of that system?—A. Yes, sir.

Q. You being principally responsible for whatever there was wrong about it?—A. I did not say that.

Q. I understood you to say that the engineer was much the most important officer in the board?—A. Yes, sir.

Q. In regard to its financial results?—A. In regard to its financial results; I do not mean that; I mean so far as the improvements, the streets, and sewers are concerned. In financial matters, the vice-president has so far taken the exclusive lead.

Q. You and they were engaged together in the administration of this system, and you commit irregularities altogether?

The WITNESS. All of us, you mean?

Mr. BLACK. Yes, sir; all of you.—A. Yes, sir; I am ready to take my share of the blame. Better late than never.

Q. Did not these irregularities consist almost entirely in your failure to perform your duty?—A. No, sir.

Q. Then who was it that caused any failure?—A. I have stated so many details that it is hardly worth while to waste the time to go over them again.

Q. It was not the duty of any other member of the board of public works to examine and approve the measurements?—A. You just now—

Q. Did not the vice-president of the board of public works refer these subjects to you especially—these things about which you found fault; and did you not examine the subject; and had they not the right to suppose, after you had examined them, that you had given your approval conscientiously?—A. The vice-president in referring these papers to me was well aware that it was utterly impossible for any human being to go into the details of these measurements.

Q. Then he supposed you were so much of a rogue that you would do it without knowing anything about it?—A. They thought, upon seeing the system upon which it was carried on, and upon knowing the men who had done it, that I was justified in fixing my official seal to it.

Q. Did the vice president suppose that you would take those papers before you and then simply shut your eyes to the facts and put your name to them without knowing whether they were true or false?—A. I did not shut my eyes to the fact.

Q. Did the vice-president expect you to do such a thing as that? Wasn't it your duty, if you had not time to examine them, to keep them until you had time?—A. I could not possibly have done it. That is just the same as if I took a hand-book of mathematics—

Q. See here; please state whether or not there could be any justification.—A. There could be a justification.

Q. What? For your signing false papers?—A. I did not say these papers were false; but I say I do not know whether or no they are accurate in all the details. I do not say they are false.

Q. If they are not false, they are true.—A. There is something between the two—between the two extremes.

Q. Was there anything between the two extremes in your conduct? Were you not false, whether the papers were or not? If you signed them without knowing what you were doing, or inquiring what you were doing, is not that as bad as if you knew they were false?—A. No; that is not as bad.

Q. Do you think that when a man swears to a fact as true and he does not know whether it is true or not, that he does not commit perjury?—A. That is for you legal gentlemen to determine.

Q. A legal gentleman or a man of common sense either. A legal gentleman will determine that is perjury.—A. Very well, then. You are a competent man, I suppose. I am willing to say that I have done the best any practical man has been able to do.

Q. You and your friends in the board of public works went on very harmoniously; you made no trouble with them; you did not become their enemies, and did not attempt to expose their errors?—A. No, sir. Frequently in a cordial and friendly way I spoke to them, and frequently they have told me all the time, as I have stated here before, and repeat now, that they thought the system, carefully introduced here before I became a member of the board, should not be changed without the gravest causes.

Q. When did you come to the conclusion that you would go back upon them?—A. I have not gone back upon them to this day.

Q. Haven't you gone back on yourself?—A. No, sir.

Q. Don't you go back pretty badly on the system, as you call it?—A. I have never had any regard for the system, and the same idea, of which I speak here frankly and openly, I have often expressed to the members of the board.

Q. When did you come to the conclusion you would come before this committee, or any other committee, and denounce these people publicly?—A. No, sir; I had no idea at all. I came to answer all questions frankly and fearlessly. I had no other purpose. I have no personal feeling of revenge toward anybody.

Q. When did you come to the conclusion that you would do this?—A. When the committee sent me a summons to come here.

Q. And you never knew you were going to be a witness, and never thought of what you were going to say, until the committee officially notified you to appear before them?—A. Of course, it was very natural that I should think, when so many charges were made, that Mr. Cluss would be called upon to make a statement. For this purpose I was quietly preparing and taking my notes.

Q. You thought you might be called upon?—A. O, certainly; I would be a fool if I had not thought so.

Q. And in anticipation that you might be called as a witness you prepared yourself fully?—A. Not as fully as I would like to.

Q. Still, you made whatever preparation was necessary; evidently not as fully as you would like to. I see you were not as well prepared as you would like to be. How long did it take you to make preparation?—A. I do not know, except that I do these things in a leisurely way in the evening, while other people are spending their time in the inns and theaters. I have my books at home, and statements, and work quietly, and so I could not say when I commenced.

Q. How long?—A. For several weeks, it might be.

Q. Two or three months?—A. Not so long.

Q. Two months?—A. No, sir.

Q. Six weeks?—A. No, sir.

Q. Four?—A. Perhaps four weeks.

Q. After you got fully prepared to specify the wickedness that had been perpetrated in the board of public works, you volunteered yourself as a witness, didn't you?—A. I didn't. I am not fully prepared now; otherwise I would be able to show another array of facts.

Q. How did anybody come to think of subpoenaing you, if you didn't volunteer?—A. Well, the gentlemen of the committee might have thought that it was well to have me. You think the engineer such a heavy and responsible person, was it not very natural for the committee to think the same and summon me here?

Q. That is all natural enough; but if they thought that the engineer was not only a man having a heavy responsibility, but a man of great integrity, they would not expect to call here and expect him to make



statements that would convict him and his associates?—A. I do not understand you fully. How do you mean?

Q. You say the engineer was a man who had heavy responsibilities?—A. Yes, sir; you said so.

Q. And knew, of course, the secrets of the board—the inside workings of the body?—A. Secrets! I hope in public transactions there are no secrets.

Q. I mean to say he knew the inside workings of the board better than any outsider could know them.—A. I would be glad to tell them to anybody.

Q. And you think it was natural for them to call you for that reason?—A. Yes, sir.

Q. Why wouldn't they think it just as natural to call one of the other members of the board—anybody who was anxious to prosecute this board of public works and expose them?—A. If the truth is exposure.

Q. Believing that the engineer was a man of integrity and always performed his duty, then would they be likely to call him for the purpose of proving the contrary?—A. I do not like to think for the members of the committee. I supposed they are competent to think for themselves.

Q. I want to know if you are willing to tell—I do not care about pressing it very much, though—what was the motive power that brought you here as a willing witness to testify against your associates and yourself; in other words, to turn state's evidence?—A. I will not be deterred by such language. I know my duty.

Judge BLACK. O, certainly not; don't be deterred by anything.

MR. CHRISTY: Allow me to make a question with the chairman of the committee. Judge Black, in his question, assumes that this is the only member of the board of public works who has been called, whereas, in fact, every member of the board of public works, without an exception, has been upon the stand and interrogated as a witness.

MR. HAMILTON. And also the assistant engineers. The board are conversant with all these facts; not only the board of public works—all the other members—but I think all the engineers, except Mr. Cluss.

By Judge BLACK:

Q. Now, Mr. Cluss is here, and I want to ask him a question. It is the same question asked a long time ago, when a certain character appeared and was asked why he was there? It is the first chapter of Job that I refer to. You recollect it, don't you?

THE WITNESS. I do not know much of the Bible, I am sorry to say. I know more about mathematics; that is my branch.

Q. You did not offer your evidence?—A. No, sir.

Q. You did not volunteer, in any sense of the word?—A. I should have been glad to stay away from this place if possible, but since for the last two or three weeks the newspapers of the country have trumpeted it abroad that if there is anything wrong the members of the board are simon-pure, for it is the engineers who are at fault altogether. I felt it a duty to my associates in the engineer board, able, competent, and honest, men of integrity—

Q. Mr. Forsyth and Mr. Oertly?—A. I spoke of Mr. Barney and his associates, Mr. Danenbower and Mr. Franklin. I speak especially of those men under my special care, and who have a right to expect from me that I should vindicate their integrity, so that they are not to be blackened for life because employed in Washington City in making these Government measurements. It is a duty I owe to these men.

Q. It is for the purpose of protecting the innocent men charged with this offense that you want to throw the guilt where it belongs?—A.

Yes, sir; if there is any. They could not respect me if I were to allow them to be heralded as imbeciles.

Q. This is the reason you volunteered?—A. I did not volunteer.

Q. Did you not furnish gentlemen on the other side with a list of questions to be asked you, and tell them how you were going to answer them?—A. I wish to say that that is an unmitigated falsehood, and say that I have not spoken to one of the memorialists. I do not know them personally; I do not know counsel, even, to speak to them; I do not know the leading man of them; I do not think that I have ever spoken to any one of them during the whole investigation, except, about four or five days ago, when Mr. Wright Rives came to the board of public works' office and wanted to compare his tables with those of Mr. Oertly. I saw him then. I knew he was an engineer when he came there, and I was glad to talk with him and clear up his doubts.

Mr. CHRISTY. I will say, so far as I am concerned, that I have not ever had the pleasure of an acquaintance with Mr. Cluss, and have treated him throughout as the client of the gentlemen who are here to-day assailing him. It was a matter of surprise to me that, as a member of the District government and representing it, that that relation had ceased.

Judge BLACK. We will get you on the stand directly, whenever you choose to volunteer.

Mr. CHRISTY. I want to testify; I have a right when imputation is cast upon counsel.

Judge BLACK. Not at all; no imputation.

The CHAIRMAN. No imputation has been cast, as I understand it.

Judge BLACK. It is as bad to take offense unnecessarily as it is to give it without cause.

Mr. CHRISTY. The meaning implied in the question was that we had gone to clients of gentlemen representing the other side, when we have never seen the witness until he came on the stand.

Judge BLACK. You must not undertake to throw Mr. Cluss upon us. We have done with him long ago.

The CHAIRMAN. I think it is a proper question for Judge Black to ask, to test the recollection and motives and knowledge of this witness.

Mr. CHRISTY. We are not objecting to that, but are objecting to the imputations.

Judge BLACK. No, you are making explanations, and I give you the full privilege of doing so in any way you please.

The WITNESS. I must repel the idea in the most definite form that I have, directly or indirectly, had any connection whatever with any of the memorialists, or counsel, or whoever they are.

Judge BLACK. You did not furnish, to anybody concerned in this investigation, or anybody who is prosecuting this investigation, any paper containing a list of questions coupled with information as to the answers you intended to give? Now answer that question.

The WITNESS. What is that?

Q I ask you if you furnished a paper, to any of the counsel of the memorialists, or anybody else who was prosecuting this investigation, which paper contained a list of the questions to be asked you, and information concerning answers that you would give?—A. No, sir; I have not done so.

Q. You did not communicate, then, what your evidence would be, in advance, so that they could know beforehand what it was that you intended to testify?—A. No, sir; I did not.

Q. Did you furnish such a paper as that, and such information as that to any body?—A. I did not.

Q. Never, to anybody?—A. No, sir. Papers of mine, private papers, possibly, may have been got hold of surreptitiously, and they might be in somebody's hands.

Q. Then nobody talked to you at all about the testimony you were to give before it was given; there was no precognition?—A. Nobody at all talked to me? I talked with a great many folks about this whole investigation. I answered questions fairly. I talked with a great many folks about them; but I was particular not to talk to any one whom I knew to be a memorialist, for the fear that what I said might be misconstrued.

Q. You kept yourself clear?—A. I mean to say I took particular pains not to speak to any one whom I knew to be a memorialist, or anyone in sympathy with them. I tried to steer clear of them altogether, and I think I have actually kept this very punctually.

Mr. HAMILTON. You have now got a full answer.

Mr. BLACK. I want the committee to understand that in the question I asked Mr. Cluss I did not want to throw any imputation on anybody else.

The CHAIRMAN. We understand that.

Mr. BLACK. I do not desire that anybody shall be affected by his testimony in anything. Whether he answers the question one way or the other is a matter of perfect indifference to the reputation of everybody else in the world, except himself.

Mr. HAMILTON. Have you any further questions?

Mr. BLACK. Nothing further.

By Mr. MATTINGLY:

Q. In this same connection I would like to ask you a little more definitely than I did the other day. At the time that I saw you at the room of the board of public works, did not I ask you then to come up here and testify?—A. I told you that my testimony would not be suitable to you most likely.

Mr. MATTINGLY. No, sir; you did not.

The WITNESS. Let me relate to you the circumstances.

Mr. HUBBEL. Will you be kind enough to answer the questions put to you by counsel?

Q. Did not I state to you that you, as the head of the engineer department, was the very man to come up and testify?—A. In favor of the price of the Colton fences?

Q. No; not in favor or against anything. Did not I tell you I wanted you to come up here and testify? Who were present there?—A. I think there were present Mr. Clephane. He was the principal actor. Then, besides Mr. Clephane—indeed, I do not recollect.

Q. Was not Mr. Shepherd there?—A. Yes, sir.

Q. Mr. Stanton?—A. Yes, sir.

Q. Mr. Meeds?—A. Yes, sir; I think he was there.

Q. And a part of the time Mr. Oertly?—A. Mr. Oertly I do not remember to have seen there. I spoke to Mr. Barney; at the time Mr. Barney was about, but not in the room.

Q. I mean in the room, in the presence of these gentlemen, didn't I ask you to come up here and testify?—A. In favor of the wooden fences.

Q. No, not in favor of anything. Didn't I ask you to come up here and testify?—A. In favor of the Colton fence.



Q. Did I not ask you to come up here and testify in regard to grading?—A. About a matter of hauling; not about a matter of grading.

Q. Then I asked you about the matter of hauling?—A. Yes, sir.

Q. You went on to explain about how many miles a horse could walk in a day?—A. Yes, sir.

Q. And the price fixed was all right?—A. Yes, sir.

Q. Did not I state then that you were the very man to come up and explain it?—A. Yes, sir.

Q. What did you say?—A. I said I begged to be excused.

Q. Did not you say you did not want to testify?—A. Yes, sir.

Q. Did not you say you could not articulate?—A. The reporter has found that out. I told you that I had the misfortune of wearing false teeth, and it makes me a little difficult to understand.

Q. And you assigned that as the reason you did not want to come?—A. Yes, sir.

Q. I see the difficulty and appreciate it. But what I wanted to know was whether I did not ask you to come up here and testify, and whether you did not express reluctance to do it, and assigned that as one of the reasons you did not want to come.—A. One of the reasons was that you wanted to bring up the Colton fence matter, as one side of the matter.

Q. You insisted upon that fence matter. There was on the back of that voucher, Mr. Cluss, a pen and ink sketch of a panel of the fence made by you?—A. Yes, sir.

Q. With items going to show the cost of each item of material or labor that entered into the construction of it?—A. Yes, sir.

Q. With the aggregate of the cost of the panel so many feet long, was not it an estimate of how much it cost a foot?—A. Yes, sir; but it was wire fence.

Q. Then you undertook to explain to me what would be the difference in cost between that wire fence and the wooden fence as actually constructed, did you not?—A. Yes, sir.

Q. You made the figures on it?—A. Yes, sir.

Q. Did not I tell you to explain that up here?—A. I did not care about doing it, because I think if such a fence was given out by a fair competition after advertisement, that it could have been done much less than under the architect's estimate and superintendence.

Q. Did not I ask you to come up here and explain it as you have explained it to me?—A. Yes, sir, you did that; but you wanted to leave out all other pieces of fence under the advertisement.

Q. No, sir; and to show that I did not want to leave it out, I would like to have you look yourself for the documents of the board of public works relating to that matter that has been put in here in evidence, and you will find everything there.—A. No; the paper which contains the bids received under the advertisement for fence is not here.

Q. But all the papers, including the paper on which was your sketch; they have not got that in print because they could not print it; but all the papers relating to this Colton fence are in evidence.—A. A part of it is; this paper containing the bids for wooden fence received under advertisements, if you have got that, that will settle the case; where the lowest price was much lower than those we paid.

Q. Did not you average those bids?—A. Yes, sir, I did; and I showed you that the lowest bid was much lower than that paid for the Colton fence.

Q. And some of the lower bids were from very irresponsible persons, were they not; or did not you tell me so? Why did not you bring the

papers here?—A. I did not like to come here, because I did not want to defend one side of the case.

Q. Did you assign any such reason as that?

Mr. CHRISTY. I desire those papers to be produced if the gentlemen are going to proceed to prove the contents of them.

Mr. MATTINGLY. O, I am not proceeding to prove any contents.

Mr. CHRISTY. You are stating the contents.

Mr. MATTINGLY. No, I am getting at Mr. Cluss's animus and motives in testifying. That is all. I see it stated that Mr. Cluss informed Mr. Shepherd and ourselves that he had given information to the committee, or to some member of the committee, and was coming up here, at his instance, to testify.

The WITNESS. Whatever the newspapers say I am in no way responsible for. I did not talk with any newspaper man. I have never said one word to any of them.

Mr. WILSON. What newspaper did you refer to?

Mr. MATTINGLY. To the statement in yesterday's New York Sun.

The WITNESS. I have not read the New York Sun, more than one or two copies, in years—perhaps, three copies. I have seen the New York Sun which contains my testimony of day before yesterday. Before that I have not seen it.

Q. What I asked you was whether, at that interview down there in the presence of these gentlemen, you ascribed any such reason for not wanting to come up here as you stated just now?—A. I said that I had a delicacy in coming here, and I knew if I came here the full state of the facts of that Colton fence would be known here, and I did not think it was agreeable to me.

Q. Did you make any such statement as that as the reason for not wanting to come?—A. There are a great many things; there is no use of talking to people exactly about it; you could see from my manners.

Mr. MATTINGLY. I saw you were very reluctant and did not want to come, but I did not comprehend it at that time, I confess.

The WITNESS. I am sorry for it.

Mr. HUBBELL. What is his answer; did he make any such statement to you, does he say?

Mr. MATTINGLY. No, sir.

Q. [To resume.] State whether you remember of receiving this letter? [handing witness a letter.]—A. This letter was received by me at my own suggestion; I requested that Mr. Barney be substituted for Mr. Forsyth in measuring.

Q. When you did solicit a thing of that kind, it was done?—A. Yes, sir.

Mr. MATTINGLY. Then read the letter.

{It is as follows:}

BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA.

*Washington, April 7, 1873.*

DEAR SIR: You will please detail at once Charles E. Barney, assistant engineer, to examine critically all measurements up to this time for the board, upon which have been made settlements or payments. It is necessary that this should be done, in order that any errors may be corrected before a final settlement is made. I desire that he should enter at once on this duty, and prosecute it to an early completion.

Very respectfully,

ALEX. H. SHELTERD.

*Vice-President.*

A. CLUSS, Esq.,

*Engineer of the Board of Public Works.*

True copy:

FRANK J. T. HOWE,

*Chief Clerk.*

By Mr. STEWART :

Q. At that time you had begun to suspect that Mr. Forsyth was not all right ?—A. That he was not exact enough.

Q. As soon as you ascertained he was not exact enough you asked a change ?—A. Yes, sir ; and last September Mr. Shepherd wanted me to put Mr. Forsyth back again, because he was so much faster than Mr. Barney, and then I firmly resisted the demand, and saw that Mr. Barney was kept at his measuring work. The occurrence took place in the open room of the board of public works at the time when they were short of funds, and they were anxious to have a hurry-flurry in regard to assessments so that they could get some money.

Q. Did you know at that time that you wrote that letter that these matters were going wrong in the board ?—A. Well, I might not have been positive about it, but then I saw, you know, there was a great deal unnecessary, if I did not want to lose my reputation—

Q. Did you testify before the Starkweather investigation committee ?—A. I think I was there once.

Q. You are down here as having appeared before that committee on the 11th of April, 1872 ?—A. Yes, sir.

Q. You had been in office then only some few months ?—A. No, sir ; I was not in office then—not as a member of the board.

By Mr. MATTINGLY :

Q. You made a report as engineer, which appears in the report of the board for 1873, on page 2 of the appendix ?—A. Yes, sir.

Q. In your testimony the other day you alluded to the work being done at Seventh and F streets. You made some statements as to the heavy price that had been paid for that work ?—A. Yes, sir.

Q. I find in your report, which is published in the report of the board for 1873, relative to this work, that you say this :

#### SEVENTH AND F STREETS NORTHWEST.

The improvement of these two business streets was undertaken this season. It was decided to change the grades quite radically. Avoiding fills, heavy cuts became necessary. It was also determined to carry on the work in such a manner as not to interrupt the running of the street-cars. The difficulty of the work and, of necessity, its cost became thus very great. The lowering of water and gas mains and their laterals; of sewer laterals; the gradual lowering of car-tracks; the cutting of vaults, and shoring of houses was a work of unusual trouble, reflecting great credit on the energy of the respective contractors, Messrs. Vandenburg, Albert Gleason, and L. S. Filbert. It is all virtually completed now. The changes wrought by these improvements in the appearance of the General Post-Office and Patent-Office buildings, and the great improvement in the grades of these streets, cannot fail to impress favorably.

Are the statements contained in that true ?—A. They are virtually true. Of course I had to do the best I could. That does not say we have not paid too much for it.

Q. No ; you give reasons for the great cost of it, and they are good reasons, too.—A. The report was written by a member of the board, and I was willing to co-operate, as well as my conscience would permit, with my associates.

[Mr. Mattingly handed the following paper to witness and asked him to read it.

The paper is as follows :]

MAY 22, 1874.

#### PARTIAL MEASUREMENTS.

*E street, southwest, between Tenth and Thirteenth streets, southwest.*

Between Tenth and Eleventh streets .....	1,801 yards.
Between Eleventh and Twelfth streets .....	3,695 yards.
Between Twelfth and Thirteenth streets .....	12,505 yards
Total.....	18,001 yards.



18,001 yards earth, at 30 cents .....	\$5,400 30
18,001 yards haul, at 45 cents .....	8,100 45
Mr. Barney's measurement .....	13,501 05
CHAS. E. BARNEY, <i>Principal Assistant Engineer.</i>	
Mr. Oertly's measurement .....	\$17,765 25
Mr. Barney's measurement .....	13,501 05
Difference .....	4,262 20

There is sufficient held against Albert Gleason to cover the overestimate of \$1,264.20.

J. C. LAY,  
*Auditor Board Public Works.*

The WITNESS, [after reading paper.] If sufficient is retained, Mr. Mattingly, this does not justify the assistants in my office in partial measurements giving 33 per cent. more.

Q. I do not say it does.—A. I have a right to object to any such man.

Q. But still I don't think it justifies his chief in denouncing his measurement of the street without knowing how much the excess is.—A. I know it was a high excess, and I know it was a partial measurement of 30 per cent. more than it should be.

Mr. CHRISTY. I would like to ask in this connection, by whose authority Mr. Barney made the measurement of yesterday?

Mr. MATTINGLY. By the authority of Governor Shepherd.

Mr. CHRISTY. And not by the direction of the engineer of the board?

Mr. MATTINGLY. No, sir; the engineer of the board, I take it, cannot expect much further intercourse.

By Mr. MATTINGLY:

Q. You made some allusion to the contract for the wood pavement on Fifteenth street, between S and Boundary. State whether that is the voucher signed by you?—A. Yes, sir; that is one of the first blank vouchers—5,823 square yards of wood pavement, which will make, if you will put down the price, about \$17,000. That is correct.

Q. This same gentleman, you state, had a partial measurement, and had got his money and had gone. What did you say about that?—A. I said that after he had his measurement he stopped work, and left that part of the street which connects with the city proper unfinished. He has left the city for a length of time, for parts unknown to me.

Q. Did he not report to you before leaving?—A. No, sir.

Q. Look at this voucher of J. E. Gregg, for Fifteenth street between S and Boundary. Did you sign that?—A. Yes, sir.

Q. Mr. Cluss, just take these papers and state what they are.

[The witness then read the papers and indorsements as follows:]

WASHINGTON, January 6, 1874.

*Board of Public Works:*

GENTLEMEN: I respectfully ask for a measurement of the grading of New Hampshire avenue, from K street to Potomac River.

Very respectfully,

HUGH MURRAY.

BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA.

Washington, January 7, 1874.

Respectfully referred to the engineer in charge.

By order of the board:

FRANK T. HOWE, *Chief Clerk.*

Respectfully returned with account for transmittal to auditor.

ADOLPH CLUSS, *Engineer in Charge.*

January 16, 1874.

Respectfully referred to the auditor.

By order of the board:

FRANK T. HOWE, *Chief Clerk.*

*Pavements for sidewalks and carriage-ways.*WASHINGTON, D. C., *January 15, 1874.*

Board of public works, District of Columbia, to Hugh Murray, Dr.

Partial.	29,385 cubic yards grading, at 30 cents per yard.....	\$8,815 50
	29,385 cubic yards haul, 2,500 feet over 200 feet, at 1 $\frac{1}{4}$ , equal to 31 $\frac{1}{4}$ .....	9,182 81
	Less 20 per cent.....	17,998 31
		3,599 66
	Deduct certificates 4847 and 8973.....	14,398 65
		4,984 56
		9,414 09

I hereby certify that I have measured and inspected the work done by Hugh Murray, on the improvement of New Hampshire avenue, northwest, between I street and Virginia avenue, embraced in the foregoing bill, which work was done under the order of the board of public works, and find it correct as to quantity and quality; and that the work has been done and material and labor furnished, as per contract and specifications.

Dated January 15, 1874.

CHAS. E. BARNEY, *Assistant Engineer.*

Approved January 15, 1874.

ADOLPH CLUSS,  
*Engineer Board of Public Works, in Charge.*

I certify that the foregoing bill is correct in form, and that the prices are according to contract, and is therefore audited in the sum of ninety-four hundred and fourteen  $\frac{1}{2}$  dollars.

Dated January 20, 1874.

Certificate No. 361. Board public works 187, vol. 1, 1874. Pavements for sidewalks and carriage-ways. January 15, 1874. Hugh Murray's bill for work done on New Hampshire avenue northwest, between I and Virginia avenue, \$9,414.09. Partial measurement. Received January 20, 1874. Certificate No. 361 for \$9,414.09. H. Murray.

The WITNESS. This is the voucher that Mr. Barney and myself have explained the circumstances under which it was made.

Q. What is the amount received?—A. \$3,599.66.

Q. This contract numbered 1280, just state to the committee what that is.—A. Andrew Gleason.

Q. But for what?—A. H street, northeast, from Delaware avenue to Eighth street.

Q. How many yards of bluestone pavement are these?—A. That is all stricken out, you see.

Q. I see it is. How many yards were they?—A. This is a canceled bill.

Q. Answer my question.—A. There is the bluestone pavement, 13,000 yards, and then 12,777 yards.

Q. That, however, is over an erasure, is it not?—A. It looks so.

Q. How much was there originally?—A. I could not say. It is the first time I have been shown this voucher. I have never heard of it before.

Q. You never heard before that you had made a mistake of \$100,000 in that contract of Gleason's?—A. There was not the least doubt.

Q. Answer my question, if you please. Did you ever hear of that before?—A. No, sir. There must be something—

Q. I think there must be. That 1,300 yards of blue-rock pavement—how much is the amount extended?—A. Again, this left my office in blank, and, therefore, I am not responsible for the amount carried out.

Q. How much is there carried out—\$172,500?—A. Could the auditor have been so ignorant in doing that—13,000—

Q. What was there when the auditor put the \$172,000 there? That is what I asked you a little while ago. How many yards of blue rock would it take to amount to \$172,000?—A. You can see that that is a clerical error, when anything like this is said there.

Q. But when the auditor came to extend the amount, then he ascertained the error?—A. In the course of things you have found a little error. Is it exactly the thing to bring such a little clerical error here?

Q. We do not bring here small errors, but here we have brought an error amounting to over \$100,000. Mr. Cluss has taken the ground in his testimony that he ought to have the right of making the measurement without the order of the board and sending it to the auditor's office.—A. I have not said so. I have said that I ought to have the insertion of the prices, so that the auditor afterward could go over them. The very fact of sending blank vouchers is just the thing to lead to such errors.

Q. Do not you know, Mr. Cluss, that this was a mistake made by you?—A. I wish that Mr. Barney, who is the measurer of the board, should be examined upon the subject.

Q. Do not you know that that was a mistake which occurred in your office, and was corrected by the auditor?

[No response.]

A. There was nothing criminal in making the mistake.—There is a clerical error, no doubt, which you have had the courage to bring up here. I congratulate you upon the feat. It is all made correct now. This is the measurer's slip. If our clerk put down the same thing here it is a mistake, but it shows to the committee the wrong system of sending blanks down to our office.

By Mr. HAMILTON:

Q. Do you know whether those figures were on that paper when you signed your name there?—A. No, sir; not on it.

Mr. HAMILTON. Then it was no mistake of yours.

Mr. MATTINGLY. That is not it. The \$172,000 was not there. But you will notice the 13,000 yards is written over an erasure; the original number of yards was there, which justified \$172,000. That is where the mistake was.

Mr. HAMILTON. The mistake was in the yards.

The WITNESS. It seems to be a clerical error, but the slip above shows it to be all right. But the clerk most likely made the error.

Mr. MATTINGLY. I suppose it was a clerical error.

Mr. WILSON. The error is in the measurer's slip; Mr. Barney will explain it to you.

Mr. MATTINGLY. I have no doubt it is a clerical error. I simply introduced it to show that Mr. Cluss is not infallible by any manner of means.

Mr. WILSON. Mr. Barney, will you be kind enough to explain that, to save the trouble of calling you back?

Engineer BARNEY recalled.

This is a very natural mistake. This measurement was made by Mr. Danenhower, and in his slip he has got one too many ciphers on it. He omitted to put in the decimal point; but where the clerk has made it out he has got the 13,000 there all right. That 172,500 I do not know how it got in there; I presume the auditor carried out his slip.



By Mr. MATTINGLY :

Q. But he has got 115,000, has he not, Mr. Barney ? This slip of the measurer is 115,000 ?—A. Yes ; but here is the voucher we sent down.

Mr. MORRIS, (auditor's clerk.) But don't you know it came down 115,000 ?

The WITNESS. I do not know about that.

Q. Would not 115,000 yards of blue-rock pavement amount to \$172,500 ?—A. Yes, sir.

Mr. MATTINGLY. Here is the measurer's statement of 115,000 yards. That is copied there, and 13,000 is written over it. The 115,000 yards would just amount to \$172,500. That is signed by Mr. Cluss.

Mr. CLUSS. It shows that the system is wrong.

Mr. MATTINGLY. It shows that a mistake made in your office will be corrected in the auditor's office.

Mr. CLUSS. If the figures were carried out in my office, then the auditor could look over them again.

Mr. MATTINGLY. I do not believe I want to ask Mr. Cluss any more questions.

Mr. CLUSS. I am very glad to hear that.

ADOLF CLUSS recalled.

By Mr. STEWART :

Q. When did you find that this system was such that it could not work well ?—A. This very system which is exemplified here—I have from the very first day when I thought—I am naturally a conservative, and before I recommend a change I would be very slow, if I knew that a competent man has been before me at the same place, in recommending a change. So it took me a long while until I saw that this was radically wrong, and then afterward it took me a long while until I could convince other members of the board it was wrong.

Q. How long ; you went in as a member in October, 1872 ?—A. Yes, sir.

Q. How long after that before you came to the conclusion that the system was wrong ?—A. This conviction gradually matured—slowly.

Q. Was it six months ?—A. I am learning every day.

Q. When did you come to the conclusion that the system was wrong ?—A. I am one of those progressive men who tries to learn every day ; so I could not say exactly. I am more confirmed in this view than I was six months ago.

Q. Did you think it was a vicious system six months ago ?—A. A bad system I said, not a vicious system. It was too complicated altogether.

Q. Then the mistakes, errors, or frauds that have grown up are the result of the system ?—A. Most of the errors, I dare say.

Q. And not the fault of the men who administered it ?—A. No, sir.

Q. There have been two sessions of Congress since you became a member of the board of public works ?—A. Yes, sir.

Q. Did you ever suggest this to Congress ; did you ever make any suggestion that this system should be changed ?—A. I did not do anything to create ill feeling toward the District government, as they seek to make up here. I have done, in a quiet way, my duty. About Mr. Forsyth and his doings I have spoken to you yourself personally many times.

Mr. STEWART. Yes ; you have spoken to me about Mr. Forsyth. You said you did not think he was a very competent man. I recollect that.

The WITNESS. And when an opportunity would have occurred to speak about other matters I would, without doubt, have expressed myself in the same way.

Mr. STEWART. I know you very well, Mr. Cluss; but I did not get the idea from any conversations that we have had—and we have had a great many—our intercourse, I believe, has always been pleasant—but I never got the idea that there was anything wrong about the arrangement of the affairs of the District, so far as you knew. You certainly never conveyed that idea to me. Did you intend to?

The WITNESS. I could not say exactly. As I said, I told you—and you know Mr. Hildreth—there was a peculiar opportunity of speaking about this gentleman I have just mentioned, Mr. Forsyth.

Mr. STEWART. I know we were talking about the grade down there, and you said that you thought there was a difference of opinion about where the grade had been, and you said you had been misled in the matter by Mr. Forsyth in regard to Mr. Hildreth's house. But, then, did you say anything to me at any time that would lead me to believe that there was such fraud and corruption that the city was in danger?

The WITNESS. I have never said on the witness-stand that there was such frauds and corruption; but I dare say as long as a year ago I thought there were irregularities. I meant to go this morning and see Senator Morrill and see whether he recollects an occurrence that took place a short time ago before he went away. I went to him as chairman of the Committee on Public Buildings and Grounds, he being a man in whose good opinion I have great faith, and told him that I believed that the board of public works' concerns were not done with that accuracy which I had been accustomed to before, and I had an idea of resigning. The Senator told me afterward to try and do the best I could, and to hold on.

Q. If you had thought that your colleagues—I mean the members of the board of public works—had been dishonest men, you would have resigned, would you not?—A. Yes, sir; if I had seen them steal.

Q. If you had believed they were stealing, you would have resigned? If you had believed, for instance, the governor was stealing, don't you believe you would have tendered your resignation?—A. I never thought of such a thing; never allowed myself to form such an opinion.

Q. You believe him to be an honest man, do you?—A. I believe everybody to be honest until proved to be dishonest.

Q. You have seen no evidence of his dishonesty?—A. No, sir.

Q. Then, if you had seen evidence of dishonesty anywhere, you would have resigned; you would not have been associated with them and taken this responsibility?—A. No, sir.

Q. When this investigation came on, and Mr. Mattingly suggested to you to come and testify, why didn't you do that? Did not you think it was proper for all of us to know—good, bad, or indifferent?—Why didn't you come up and tell the story right out? What was your objection? We are all trying to find out the truth about this matter. What was your objection to telling of any irregularities or frauds, or anything of that kind that existed?—A. I noticed there was an attempt to conceal things. I have seen a couple of times statements made under oath—for instance, in the case of Mr. Sam Strong, the governor said he had never seen the paper when he had signed it. Then I did not like to be in this position.

Q. Why didn't you come up and tell it right out? You were under no obligation to keep anything secret?—A. I knew that you knew my direction if you had wanted me. You know that I am not afraid to say anything anywhere. I believe you have always known me so.

Mr. STEWART. I don't believe you have been afraid to talk, now since you have got here—to state anything you pleased.

The WITNESS. Or on any other case. When I try to work for you, I try to work for your best interests.

Governor SHEPHERD. I have just this moment come in, and I should like to have the witness state what paper it was of Mr. Strong's that I stated I had not seen, but which I had signed.

The WITNESS. Somehow or other a paper had been prepared up here, and had the signatures of Governor Shepherd and Mr. Magruder to it. It came down to the board of public works for my signature by Charles S. Johnson, who is here, I think. I don't know how it was.

Governor SHEPHERD. I desire the record to be produced. I do not want such a statement as that to go out. It is false from beginning to end; I never said anything of the kind; or never spoke to this committee about it.

Mr. STANTON. The whole thing was gone over here, and fully explained.

Governor SHEPHERD. I demand that the record be produced.

The WITNESS. I hope it will be. It was stated here that the governor had put his signature to that paper.

Governor SHEPHERD. Mr. Harrington, one of the counsel of the District, stated that I had, at his request to me, put my signature to that paper; I made no statement in regard to it whatever.

The WITNESS. I should like to see the testimony.

Mr. CHRISTY. The whole matter appears in the testimony, and the point we made on it was this: that Mr. Magruder, called to make an explanation, did not state that his name was appended to the paper. That is the point I made as to Mr. Magruder at the time, as you will find it in the testimony.

Governor SHEPHERD, [to Mr. Christy.] Did I make any statement about the matter?

Mr. CHRISTY. I do not think you did.

Governor SHEPHERD. I made no statement in regard to it.

By Mr. STEWART:

Q. Is that the reason you did not come up to testify?—A. It was not for me to volunteer, as the counsel will say, state evidence. I came here when I was summoned.

Mr. STANTON. Mr. Cluss has indicated that as one of the efforts at concealment. That is all. There was no concealment practiced.

The WITNESS. I think it was an incorrect statement.

Q. You would not come up here when Mr. Mattingly asked you. That seems to be a little strange. Why didn't you come up then?—A. I have stated so.

Q. You say that you were on friendly relations with them and are yet. You are a member of the board and have high responsibilities. Did you decline to come then?—A. I declined to come. I would rather be relieved from it, because I knew my testimony could not be of much use to them.

Q. You were not going to occupy the position of defending or prosecuting any body in any way, were you?—A. But in that fence matter, there was an advertisement offering to do the work at much lower prices than were afterward given, and I did not like to expose those things before the committee. I did not like to come up here about my associates.

Q. At the time they requested you to come, did you expect to come?—A. O, no, sir.



Q. How long ago was it that they requested you to come?—A. I do not remember. It was about five or six weeks ago.

Q. You commenced preparing to come here though after that. Did you prepare this book then? [Referring to memoranda-book of witness.]—A. There are any quantity of notes which I thought possibly I might be asked about, and here are some more, and some more are in this book, [referring to another book.] There are a whole lot of them here.

Q. Did you notify your colleagues of these facts, and call their attention to them?—A. Of which facts.

Q. What facts you have collated here in these memoranda. Did you tell them how many investigations you had made, and what you had found wrong?—A. They never asked me about it, and so I thought they were able to take care of themselves. If they had asked me, I would certainly have co-operated with them to the best of my power, and would have fearlessly told them what I thought to be wrong. And I would have told them whenever there was any little irregularity to acknowledge it.

Q. That is the way to do?—A. Yes, sir; because in matters and things of this kind, if you attempt any concealment, why a false motive may be attributed to you in not disclosing, and then the things themselves will be exaggerated.

Q. You say that you made these preparations. Did you tell anybody that you had made preparations to come here; that you knew anything?—A. No, sir.

Q. You had no idea of what you were going to be called on to testify to; you had no communication with anybody, but came right forward here in this way?—A. Yes, sir. I had an idea, because I did not want to see the whole press of the country just coming down on the engineers. I thought it was unjust to the committee not then to call upon me, so that I could vindicate my able associates, who are men of integrity and fearlessness.

Q. Did you come to that conclusion before or after you were subpoenaed?—A. Before my subpoena. I should not have been subjected to the cross-fire of four learned attorneys if I had not recollected certain facts. You know it is a number of years ago, and —

Q. Did the fact that the press of the country charged you engineers with these things incense you at all against your colleagues?—A. No, sir; I have no ill feelings toward anybody.

Q. You have defended all your engineers except Mr. Oertly. You have not defended Mr. Oertly.—A. I could not well do it. If a man gives 30 per cent. more in a partial estimate, I cannot defend him. It is against my principles.

Q. In how many instances has he made a mistake, and given 30 per cent. more?—A. I find in all these partial measurements that they are too full. I find a good many cases of partial measurement where there are about say 1,000 or 1,500 yards below the partial measurement. If these were exceptional, then, of course, I could have some indulgence, but when it happens so often I could not.

Q. Mistakes occur frequently on the part of engineers, do they not, even with you and Mr. Barney?—A. Of course, an error may occur with anybody except the Lord himself.

Q. Then you would not have made preparations to come here if there had been no attack upon your engineers?—A. I do not know about that. I am always that kind of a man, ready for emergencies, and so, of course, I made my scribblings—made my notes about the course of things.

Q. You prepared for emergencies?—A. Yes, sir.

Q. When you had made up your mind to defend the engineers you commenced to make this preparation. Who did you go to?—A. I didn't go to anybody.

Q. Didn't tell anybody?—A. No, sir. I have perhaps spoken to some of the young men that I hoped an opportunity would be offered to say a good word for my engineers, and that I should be very glad and very willing to do it.

Q. You did not furnish anybody a memorandum of what you had made up here at all? You just made up your mind that you would defend the engineers? Don't you think you brought a little feeling into this matter?—A. I have none whatever.

Q. And you go away with no feeling?—A. Yes, sir.

Q. And you think that as soon as you found that there was anything wrong you would disclose it, without keeping it concealed? You have served on the board for nearly two years?—A. Yes, sir.

Q. How long is it since the Governor's Answer was out?—A. Yes; only I saw careless work was done from these Government measurements. I had positive proof then, and I was ashamed of it.

Q. Did you call his attention to it then?—A. The Governor's Answer was out, and the governor didn't pay me the courtesy of sending me a copy, and my attention was only called to it when it was moved in committee.

Q. What was there in the Answer that incensed you? Just show me that.—A. I didn't see the Governor's Answer after it was published for several weeks.

Q. Show me where it is.—A. These Government measurements.

By Mr. HUBBELL:

Q. Don't you know Governor Shepherd didn't publish the Answer; that this committee published it?—A. I understand that the governor has been furnished with twenty copies.

By Mr. STEWART:

Q. If you didn't get your copy from him where did you get it from? Did you ask him for a copy?—A. In fact, I didn't know the volume of the document until several weeks after the whole thing was out; I didn't know, indeed, there was such a volume as a document out.

Q. Did you ask for a copy of it?—A. I didn't know at all; it was a couple of weeks before, in fact, I knew there was a book compilation.

Q. Did you ask for a copy when you found out?—A. I think I got one; now you ask me what points, last evening, on the question of Senator Allison, I went over it.

Q. You need not go over it again.—A. I find a mistake of \$5,000 that he suggested to me yesterday; that is on the flagging of B street north between Sixth and Sixteenth streets north.

Mr. HAMILTON. You need not go over that now.

By Mr. STEWART:

Q. Then when the Governor's Answer came out you made up your mind you would not have anything more to do with it—with the governor or the board of public works?—A. Nothing of the kind.

Q. You made up you mind you would not come forward and make a statement of it—clean breast of it—at that time?—A. No, sir; it took me some time until I got acquainted with the whole document. The document is so voluminous it takes a man a long time to read it.

Q. Did it ever occur to you that, being associated with the system that you condemned so strongly, against which you have so much feeling,

after eighteen months, being associated with that system for eighteen months without resigning and without communicating it to anybody, and signing a great many of these documents, appearing as the engineer, the responsible head—did it ever appear to you that you were injuring your reputation in standing in that position so long?—A. I did communicate it to friends—to Col. W. H. Phillips, who told me yesterday that he was glad to say at any time that as far back as one year ago he requested me to stay on the board of public works as a champion of the United States and of the tax-payers of the District. He told me yesterday that at the time when I spoke to him and expressed to him some little doubts, that he had been speaking to Mr. W. W. Corcoran, and Mr. Corcoran remembered this conversation clearly.

Q. Who appointed you?—A. The President of the United States.

Q. You were somewhat responsible to him, were you not?—A. Certainly.

Q. He resides in the District?—A. Yes, sir.

Q. If this thing was wrong—you saw his message on the subject?—

A. Yes, sir.

Q. Don't you think you ought to have suggested it to him?—A. It was not in sufficient shape that I could tell him.

Q. There was nothing you could suggest to him?—A. I had my misgivings, you know, about the whole work, about the punctuality of everything that was done; it was not sufficient to make a positive charge.

Q. Did you wait for a positive charge when the President had appointed you, and you were made the engineer, a most important officer in this great city, where these improvements were being made, and he had commended the work in his message—don't you think you ought to have spoken to him and put him on his guard?—A. It was not sufficient, any of it; if it had been sufficient I would have resigned.

Q. Then, after all, there is not much in it?—A. There is more in it since the governor's answer was published; since I saw Government measurements.

Q. Not much in what was paid to private contractors?—A. Well—

Q. Was it a bad case or not? Have you been connected now with a bad case or not?—A. It is a bad case, of course.

Q. How long have you been connected with a bad case?—A. If we have to pay out certificates worth thirty or forty cents on a dollar—

Q. Do you or not think you staid with a bad case before you notified those who put confidence in you without staying too long?—A. No, sir.

Q. You think you came out at the right time?—A. No, sir; I do not think I did. I did not want to put myself in that position. I did not create the occasion.

Q. You did not create the occasion; you thought it was proper to wait until this time. There has been a large amount of money spent?—A. Yes, sir.

Q. Was it not your duty there, as an engineer, if this machinery would not work, and waste the people's money, was it not your duty to put your foot right on it then?—A. I do not think so. It is a matter for judgment what to do.

Q. I am sorry to hear you say that, that you could be connected for eighteen months with a machine whereby the people's money was being squandered?—A. I do not say so, Senator.

Q. You do not think so?—A. I do not say so.

Q. You have told us you did not think—I will put the case: Do you think that you could be connected as engineer, in the most responsible



place in the Government for eighteen months, where the money was being squandered, and not know it?—A. I have guarded the public interests as well as a man could, during the long time I have been there.

Q. You believe you could be there in that place and not know it; you believe that you could fill the most important place, where you signed more vouchers than all the balance of them put together; where you have the measurement of all the work, &c.—be there eighteen months, and there be a general system of frauds going on, and you not know it?—A. I have not said so.

Q. I do not charge you with saying so. I mean, could you have been there that long, there being a general system of frauds, and you not know it?—A. Of course if there had been a system of fraud I would have known it. I do not say the system is a fraudulent one. It was not a good way of doing business.

Q. There was nothing sufficiently important that caused you to feel it your duty to either come out and memorialize Congress, or to speak to the President, who had reposed this confidence in you?—A. No, sir. I have a more quiet way of doing my things generally. I am none of these noisy men.

Q. That is not noisy by any means. The President did not appoint you because you were noisy, but appointed you supposing you to be a first-class engineer, a man of talent and experience, and just the man to put in the breach of this thing. That is undoubtedly what the President thought.—A. I have said the engineer department is open to the strictest criticism as far as the engineer department proper is concerned.

Q. But you say that things that ought to have gone into the engineer's department did not go there. Was not that something which you should have felt at liberty to call on anybody to aid in remedying?—A. I may have done that, but the question is, whether I had sufficient reason for taking an open course of enmity.

Q. Your judgment was that it was best to keep quiet until the investigating committee called on you toward the last end, and let it outcome then?—A. I thought when that investigating committee would have called on me the first day, I should have spoken just as fearlessly as the last. I have said so to the members of the committee.

The CHAIRMAN. Where is the office of the board of public works?—A. Four-and-a-half street, between Pennsylvania avenue and C street.

Q. On what story?—A. The vice-president's office is on the second story.

Q. I am speaking of the office of the board of public works?—A. They have no office proper. The vice-president's office, that is on the second story. There we hold our meetings, and because we hold our meetings there, I would call it the office of the board.

Q. How many rooms have you there? In the office of the board of public works proper, which you call the vice president's office?—A. A. Four rooms, and then—

Q. That is the office over where the papers of the board of public works are kept?—A. Yes, sir.

Q. That is the second story?—A. Yes, sir.

Q. Where is the engineer's office?—A. In the third story.

Q. In the same building?—A. Yes, sir.

Q. Above the office of the board?—A. Yes, sir.

Q. Do you go to your office every day?—A. Yes, sir.

Q. How often do you go into the office of the board of public works, generally?—A. I think, twice a day.

Q. Every day in the year?—A. Yes, sir. Sometimes I may be absent.

I may not, possibly, go in every day, but I am in the habit of coming once in the morning and once in the afternoon.

Q. Did you generally find Governor Shepherd there, when he was vice-president of the board?—A. I think that Governor Shepherd, sometimes for three or four weeks, did not come inside of the building last summer.

Q. When he was there, however, you saw him?—A. I went to the engineer's office, and if the vice president wanted anything from me he would send or come up-stairs.

Q. Did he come up?—A. O, yes; occasionally.

Q. He would come up-stairs, and you would go down-stairs?—A. Yes, sir.

Q. I want you to tell this committee what your opinion is of Mr. Oertly as to integrity?—A. Well, my opinion was always good. I have said so already in my testimony.

Q. I mean your present opinion of him as an engineer of integrity?—A. Well, I still would not say anything against his character.

Q. Do you believe, or not, that he is an engineer of integrity?—A. Well, I think so.

Q. You think he is?—A. Yes, sir.

Q. Do you think he had any instructions from any member of the board to make excessive measurements?—A. Well, I never thought of that at all. I do not think he had any instructions to make over-measurements. When the Government appropriations were made, the members of the board liked to see the measurements foot up as much as possible, but I do not think that any positive orders were given in any way or shape.

Q. When you called Mr. Oertly's attention to this large estimate for John O. Evans—this partial estimate which has been testified to—and he said to you as an excuse for his action that he was directed to do so, did he tell you in that statement that he was directed to make an excessive measurement?—A. No, sir; he did not.

Q. Or to make true measurements?—A. The question did not come up.

Q. The question did not come up?—A. No, sir.

Q. It did not then occur to you that there had been excessive measurements?—A. Whenever such a point came up I would make notes in my papers, and then in my own way I would go along and make general comparisons.

By Mr. STEWART:

Q. I see that you entertain the same opinion now that you did in November last in regard to Mr. Oertly?—A. Well, yes.

Q. Most of these measurements were made since then?—A. I think that the system has made him more careless than he was before.

By Mr. MATTINGLY:

Q. His measurements were made before this?—A. But they were not published; I did not know them.

By the CHAIRMAN:

Q. Do you think that Mr. Oertly made these measurements for John O. Evans knowing that he was making excessive measurements, or do you think he committed a mistake as an engineer?—A. I think he committed a mistake, with a view to accommodating those folks as much as he could. I do not think he meant to commit anything that was wrong.

Q. You do not think he intentionally made an excessive measure-

ment?—A. A friendly intercourse of twenty years would make me very slow in believing anything like that, because I have always esteemed Mr. Oertly very highly, and indeed I felt very sorry to see those measurements; more sorry than if I had made them myself.

Q. Do you know of any final estimate having been made to any contractor in excess of the real amount of work done?—A. No, sir; I do not recollect any at all now.

Q. You do not know now of any final estimate having been made to a contractor in excess of the work done?—A. No, sir; I do not think that there was any.

Q. Does that apply to all the work done since you have been engineer in charge?—A. I think it applies to all the work, to the best of my knowledge.

Q. If any such estimate had been made, would you not know it?—A. Whenever they were I tried to find them out and corrected them.

Q. You have seen these irregularities going on from time to time, which of course put you upon careful inquiry?—A. Yes, sir.

J. BLICKENSDECKER, jr., recalled.

By Mr. STEWART:

Question. You have been making more surveys?—Answer. I have, sir.

Q. Did you have with you the person who made the original measurements?—A. I do not know that I had, but I applied at the engineer's office for the profiles, cross-sections, and maps of the streets that I was going to examine, stating what I intended to do, and they were furnished to me, and I have since then communicated with those gentlemen, more or less; not with the subordinates in all cases, but with Mr. Cluss and Mr. Barney. My application, as I stated before, was made to Mr. Cluss—formally made to him. He generally referred me to Mr. Barney for additional facts. I may say further that I have asked for explanation of discrepancies, and they have in part been given to me and in part they have not.

By the CHAIRMAN:

Q. What measurements have you made, sir?—A. I have examined Twelfth street from F to P, East Capitol street to a certain extent, New York avenue, and B street. I would be glad to state further, if it is the pleasure of the committee to hear me, as briefly as possible, in reply to some of the suggestions of Senator Stewart. I understood him to ask me whether I had the person with me who had made the original measurements. I said I had not, but the measurements that I made, for example, on Twelfth street, were confined to the earth-work, and I had the profiles, notes, and cross-sections furnished me by Mr. Barney, who took them himself, and what reason there was for him to be with me when I examined them, I do not understand.

Mr. STEWART. O, that is all right; there is no objection to that, but this is my point—if it involves a week or ten days to re-examine this, then I object to spending the time of the committee. If it can be tested so that we can get it in a report this session, I am in favor of putting it in. I want to see an end of it; that is all.

By Mr. WILSON, (to the witness:)

Q. Have you your statements with you?—A. I have the results, if you refer to that.

Q. Are you ready to report them?—A. Yes, sir.



Q. You have this from the data that were furnished you by the engineers of the board of public works, have you?—A. Substantially; not always absolutely, as I should have to explain. For example, on East Capitol street they gave me the notes that they had, but I found that they were simply notes giving the contour surface of the ground. They had made no notes after the work was done, and could not give me the grade, so I could tell the difference between the top of the ground, and as it was until after it had been done, and I had to make that myself.

By the CHAIRMAN:

Q. Have you made such an examination and measurement of these streets that you have named, and of which you have an abstract there, as to satisfy yourself with reference to the accuracy of your measurements?—A. I have.

The CHAIRMAN. Then we will have it.

Mr. MATTINGLY. I submit to the committee that notwithstanding Mr. Blickensderfer states—and I have no doubt states truly, as a matter of course—that he is satisfied with the accuracy of his own measurements; that it is no more than proper under the circumstances that his results should be submitted to us in order that we may save time, and have them examined, and if we fixed them, as he states, accurate, and cannot account for any discrepancies, they will be cheerfully admitted: and if they can be accounted for they will be explained. It strikes me that by doing so, it would save a good deal of time.

Mr. HAMILTON. I understand that he has reported his results to the engineers of the board.

Mr. MATTINGLY. We have not heard them.

The WITNESS. I never went to the counsel, but I did explain the differences to the engineers. I did not suppose it was necessary for me to.

Mr. MATTINGLY. He has been to Mr. Class, but certainly it is unnecessary for me to make any statement about that.

The WITNESS. Mr. Mattingly, I wish to correct a fact. An inference might be drawn from your remarks that I had been to Mr. Class, and, therefore, to nobody else, perhaps. I have been to Mr. Class, Mr. Barney, and Mr. Oertly. I have had the explanations of all three; and I have requested them, if they could, to communicate with Mr. Forsyth; but I have not gone to Mr. Forsyth personally and hunted him up. I have not had the time.

Q. Have you left with either of those gentlemen a copy of your results?—A. I have not given them a copy.

Q. You have merely talked to them about it?—A. No, sir; I have shown them my figures and told them the differences. I am not sure that I have in all cases told them the actual differences, but stated that I could not make it agree as they did, and I made it considerably less, although, in some cases, I stated what I did make it. I believe I did fully.

Mr. CHRISTY. Mr. Chairman, there is one angle of this triangular contest that they do not seem to take into consideration at all, that is ourselves. The only way in which we can get this information is by having it appear here, unless we have the privilege of examining it at some future time, after the gentlemen are content with the examination made by themselves.

The CHAIRMAN. I think there will be no trouble about the matter at

all. There may be a litte delay, but we will try to do justice to everybody as nearly as we can.

Mr. CHRISTY. It was upon that hypothesis that I addressed myself to the chairman. I think if Mr. Blickensderfer is ready he might give us his statement and then it can be printed, and the gentlemen can make any corrections they desire. I think that is the shortest way.

Mr. STANTON. A mere statement of the amount of the discrepancies was no guide to our engineers for a review of the details of his measurements.

Mr. HAMILTON. Yes, but he has done his work on your measurements, as I understand it; he has done the work on the material and data furnished in the office.

The CHAIRMAN. Well, gentlemen, there seems to be some controversy. The committee will retire a moment, and we will endeavor to come to a conclusion satisfactory to you all.

[The committee hereupon retired for consultation, and returning the chairman interrogated the witness as follows:]

Q. Mr. Blickensderfer, have you reduced to writing the result of your examinations?—A. Yes, sir; in a short succinct way, as I did before.

Q. In the same manner as you did before?—A. Yes, sir; substantially. I will read it:

*Twelfth street between F and P.*

	Yards.
Excavating, as calculated from notes.....	25,693
Additional at intersection of Massachusetts avenue.....	744
Total.....	26,437
Inclusive in the 2 feet of grading covered by price of pavement.....	7,289
Balance.....	19,148
Allowed to contractor.....	41,000
Overestimate to contractor, supposing him entitled to total quantity.....	14,563
Overestimate to contractor, deducting 2 feet.....	21,852
Overpayment to contractor over total quantity of earthwork. \$7,281 50 or 55 per cent.	
Overpayment, deducting 2 feet covered by price of pavement. 9,468 20 or 86 per cent.	

*East Capitol street.*

Excavation, estimated, First to Second street.....	14,389 yards.
Excavation, estimated, Second to Fourth street.....	15,000 yards.
Total.....	29,389 yards.
Included in 2 feet covered by price of pavement.....	9,722 yards.
Balance.....	19,667 yards.
Allowed to contractors.....	43,870 yards.
Overestimate to contractors, supposing them entitled to total quantity..	14,481 yards.
Overestimate, deducting the 2 feet.....	24,203 yards.

Now, in regard to B street, I have no statement. I made an examination with a view of determining the accuracy of the quantities that had been charged to the Government, and I made up my mind they were about right, and so I made no statement about them. I should have said on East Capitol street—excuse me—I got a little before my statement. The B-street statement should have been made afterward. On East Capitol street I have likewise a statement of the amount of curbing, 7,491 feet. The amount in the vouchers is considerably larger, and they represent considerable quantities as being set, taken up again and reset, and taken up, so that I could not understand it. I applied to Mr. Oertly, whose signature is to the voucher, for explanation, and he stated that certain quantities had, after being set, reset, and taken up,

been finally taken up and carried off the street entirely, and certain other quantities were the quantities that were now on the street. I have made a statement of the two here, but I do not know whether the committee care about their going in here.

Mr. STEWART. Let them go in.

The WITNESS. Then I will read it.

The witness then read as follows:

CURBING—AMOUNT ON STREET, 7,491 FEET.

*Payments to contractors.*

1872.		
May 27.	Setting 2,618 feet new 6-inch curb, 30 cents.....	\$785 40
	Resetting 482 feet, old, 5-inch curb, 25 cents.....	120 50
July 22.	4,642 feet new 6-inch curb and setting, \$1.42.....	6,591 64
	2,566 feet old 5-inch curb, reset, 25 cents.....	626 50
	Taking up 2,566 feet 5-inch curb, 6 cents.....	150 36
	Taking up 3,860 feet 6-inch curb, 7 cents.....	270 20
	Taking up 4,893 feet curb in consequence of change of grade, 7 cents.....	342 51
	4,893 feet 6-inch curb reset, 30 cents.....	1,467 90
1873.		
July 9.	9,215 feet 6-inch new granite curb and setting, \$1.42.....	12,801 30
	253 feet 6-inch new granite circular curb and setting, \$2.05.....	518 65
		<hr/> 23,674 36

Those quantities were the ones represented to me as being on the street, mine being only 7,491. I asked for the explanation of the difference, and Mr. Oertly said that in measuring the curb his impression was they had measured the returns that were put into the intersecting streets back to the building line instead of simply what was on the face of the street. Those spaces belonged to the intersecting streets; but he said the same contractor had put those in, they were measured in, and put into this voucher. Making allowance for that, I find the quantity is just about right. I do not recollect the figures exactly. That is all that I have on East Capitol street.

Mr. WILSON. How much curb is really charged to that street?—A. The whole of this is charged to the street. The whole of this work.

Q. And it was laid there by the contractor. Who did the curbing for that street as I understand you?—A. There were several contractors as I understand.

Governor SHEPHERD. There was a change of grade, change of work;

The WITNESS. I asked the auditor whether this street had been credited with this material that was hauled off, and he said there was no credit, but he supposed it ought to be done. This is all I have except—

Governor SHEPHERD. Did the auditor state to you that there had been additional work done on that street since the assessment was made, which would overbalance the amount of curbing overcharged?

The WITNESS. No, sir.

Governor SHEPHERD. That is the fact. Mr. Wilson has brought this subject up before.

Mr. WILSON. When Mr. Forsyth was on the stand, I asked him about this.

The WITNESS. That is all I have in regard to actual measurements, except another thing that came up incidentally. I will explain to the committee, and they can do with it what they have a mind to. I noticed in the report of the board of public works, in 1873, that the tabular statement of areas of reservations seemed to have been gotten up, as I understand it, with a view of making out a statement of what was properly chargeable to these areas on the Government areas on account



of sewerage; and walking over New York avenue, with a view of making some examinations there, I happened to get on some of these reservations, and they were very small, one especially at the intersection of H and Thirteenth streets, and it seems to me it was all in the streets; so I turned back, when I got to my room, and looked at that table again, because I thought I had noticed that there was a considerable area there, and I found that there was considerable area there; and then I went to work and measured some of those areas on New York avenue as I was going up and down, and calculated them, merely as a matter of comparison, with the tables. I have the results here. But otherwise than that I did not examine New York avenue; indeed, I did not have any time to make an examination of quantities particularly, and I merely made these measurements as a sort of matter of curiosity.

By the CHAIRMAN :

Q. Do you regard them sufficiently accurate to test the accuracy or inaccuracy of what had been done by the engineers?—A. Yes, sir; they are accurate measurements.

Governor SHEPHERD. It belongs to the Government in fee-simple, whether it is an avenue or reservation; whether there is anything in the question after all. It is Government property, whether you consider it as avenues or reservations.

Mr. CLUSS. I think it is important to be shown to show the errors of the District.

The CHAIRMAN. We will hear it.

The WITNESS. I will state that I noticed, upon a further examination of the table, that the table purported to give the areas of all the avenues, of the streets, and the reservations in addition, and if the areas of the streets and reservations are properly given in that table—that is, if that table gives the areas of the avenues and streets—why, then, these are unquestionably inaccurate, because I noticed, upon an examination of them, that the difference between the quantities that I made and those that I found in the table could be substantially reconciled by including the half of the width of the adjacent streets, as well as that which was within the building-line, then I would get about the area that was in the table.

Q. Is not that probably what was done?—A. I suppose it was.

Q. And then it is a simple question whether that much of the areas of the streets was duplicated or not?

The CHAIRMAN. Let us hear what you have got.

Mr. STEWART. If it is on that theory, just that fact will enable us to investigate it.

Mr. STANTON. It is a question then to be determined; not a matter of calculation.

Mr. STEWART. Let them go in.

[The Witness then read as follows:]

Areas—reservations.	Blaikensdorfer.	Report of B. P. W., 1873.
	Feet.	Feet.
Between New York avenue, H street north, and square 251.....	2,550	10,500
Between New York avenue, H street north, and Thirteenth street west.....	3 2-10	5,300
Between New York avenue, I street north, Tenth and Eleventh streets west.....	9,078	22,360
Between New York avenue, I street north, Eleventh and Twelfth streets west....	8,168	22,950
Between New Hampshire avenue, O street north, and Twentieth street west....	0	2,700

By the CHAIRMAN:

Q. What would it be measuring as you have the other streets?—A. If you will take the fact of the width of the streets adjacent, you will get just about 10,500. I did not measure it accurately; but finding these differences, I took the map and drew the lines, and estimated by scale what the addition would be, and find it makes just about this, and I suppose that is what it is. That is the case I explained to the committee in my previous testimony. Indeed, that was one of the things that drew my attention to it.

Q. What is your impression, as to whether or not these discrepancies can all be explained upon the theory of the New York avenue, taking in the other streets?—A. They seemed to be; I am not quite sure whether I examined them all. But I know I examined several. First I drew a line in the avenues to see whether that would reconcile it, but it did not; and then I found by omitting the avenues and putting in half the adjacent streets—always two streets and an avenue forming the reservation—by omitting the avenues and taking half the adjacent streets on the two sides of the reservation, calculating that in, seemed to reconcile the difference.

Mr. STEWART. Have you reported all the cases you have examined?

Mr. STANTON. Have you requested any explanation in regard to this discrepancy—this last table?—A. No, sir; I only finished that yesterday, when I was here in the Capitol.

By Mr. WILSON:

Q. With reference to these last tables you have mentioned, I understand you that the tables you refer to are those tables that are made up for the purpose of showing the area, avenues and reservations, for which the Government should be taxed?—A. I believe that is the caption of the table. If you will give me a copy of the report of 1873 I will refer to it in a moment.

Q. Can you tell from your examination whether or not the areas have been duplicated by this mode of measurement? I want to know whether you can tell from your examinations whether or not the areas have been duplicated in this mode of making up these tables.—A. I can only tell by assuming that this table, on page 33 of this report, the caption of which reads the tabular statement of areas of avenues and streets in the drainage-sections of the city of Washington, then giving the square feet and the avenues, and the square feet and the streets—assuming that these are the areas of the streets and avenues absolutely—

By Mr. STANTON:

Q. Including the reservations?—A. No, sir; excluding everything else, that they are the areas of the streets and avenues. Assuming that to be true, then these quantities have undoubtedly been duplicated.

Q. Is not that the same as assuming that they have been duplicated?—A. No, sir.

Q. I want to know whether you can tell if they have been duplicated except by measuring the entire extent of the avenues themselves?—A. You cannot tell it as a matter of fact, but if this table, as I read it and as it purports to be, contains the areas of the streets and avenues, then this additional table, which purports to contain the areas of the reservations besides, has unquestionably duplicated a portion of the street, as far as these particular cases are concerned.

By Governor SHEPHERD:

Q. As I understand you, that remark only applies to these points on

these avenues where these little reservations are formed ; it does not apply to those large reservations, such as this Capitol reservation, 17 ?—A. That I do not know.

Q. You are only speaking of these points on the avenue which are called reservations and measured as reservations ?—A. I am only speaking of the points I examined.

Q. These are such points where two streets intersect, just the sharp points ?—A. Yes, sir.

The WITNESS. I should like to make one remark in reference to the testimony as it is printed. In my testimony, as it is printed on the last examination, page 1999, it reads: "Q. May it not have been that it was because they counted the street as being really from building-line to building-line, instead of from curb to curb ?—A. I do not see why that would influence it at all. My own impression is, that if the Government is properly chargeable at all with any work here, it is perfectly correct—the principle that they adopt, except with regard to the intersections, as I explained yesterday by the diagram, as you will recollect." This, as I read it, makes me indorse the principle upon which those measurements were made. I do not recall the language exactly I used, but I do not think I used any language to convey that idea, or, if I did, it is certainly foreign from anything I ever intended to convey.

Mr. STEWART. I did not so understand it.

The WITNESS. I never did mean to indorse any of these principles. I did not mean to express any opinion upon it at all. And the only explanation I could make is this, that the plan or the mode of measuring would be correct, except in regard to intersections, provided everything that was within the limits of the avenues was left out. It seems to me that I have a faint recollection of making some explanations in a diagram of that kind, drawing the avenue lines, and stating that then outside the avenues, outside of the intersections, there would be in that case but very little left.

The CHAIRMAN. I know how difficult it is for the reporter to get statements of witnesses when explanations are made by means of diagrams, maps, and so on.

The WITNESS. I did not mean to express an opinion in regard to that at all.

W. O. DAYTON sworn.

By Mr. WILSON :

Question. Where do you reside ?—Answer. On Twelfth street, Washington.

Q. How long have you resided here ?—A. Since 1856, with the exception of a few years I have lived in South Carolina.

Q. What is your occupation ?—A. Contractor.

Q. How long have you been a contractor ?—A. I think I first engaged in it in 1846.

Q. Have you had contracts under the board of public works ?—A. I have done some little contracting under the board.

Q. What is the character of the contracting you have done under the board of public works ?—A. Pipe-sewerage.

Q. Any other contracting ?—A. No, sir.

Q. From whom did you procure your contracts ?—A. From the board of public works.

Q. To whom did you make your applications ?—A. To the board of public works.



Q. What extent of contracts did you have ?—A. Do you mean those I have worked ?

Q. Yes, sir.—A. About 1,500 feet of pipe-sewer.

Q. Did you have any that you didn't execute yourself ?—A. Yes, sir.

Q. What was that ?—A. Rhode Island avenue.

Q. For what ?—A. For wood pavement.

Q. Who did execute that contract ?—A. I could not tell you. I went away shortly afterward.

Q. What did you do with it ?—A. I disposed of it.

Q. To whom ?—A. To Finnegan & Nesdale.

Q. What was the extent of that contract ?—A. Do you mean in yards ?

Q. Yes, sir.—A. I could not tell you hardly ; about 30,000 yards.

Q. How long did you have that contract before you disposed of it ?—A. Probably 35 days.

Q. At what rate did you dispose of it ?—A. I think about 5 cents a yard.

Q. In what way were you paid ?—A. In money.

Q. Did you have any arrangement with Finnegan & Nesdale that they were to do the work before you got the contract ?—A. No, sir.

Q. You first got the contract on your own responsibility ?—A. I intended to work the contract myself, but I received an appointment from the Government and the contract was not as profitable as I thought it would be, and I disposed of it.

Q. Do you know anything of any other sales or transfers of contracts ?—A. No, sir. I would state to the honorable gentlemen that a party came to me one night to sell a contract—to my house.

Q. Who was that ?—A. I think his name is Seitz.

Q. Did you purchase it from him ?—A. No, sir.

Q. What was done about it ?—A. I never knew until I saw Mr. Seitz.

Q. You were not present at the time the trade was made between Seitz and Taylor ?—A. No, sir.

The CHAIRMAN. Counsel for the memorialists filed with us a week ago a brief ; have you had copies ?

Mr. MATTINGLY. Yes, sir.

The CHAIRMAN. When will you be ready to file yours ?

Mr. MATTINGLY. Probably on Monday or Tuesday ; Tuesday at the outside.

Mr. STANTON. We cannot very well do it until the testimony is all in.

The CHAIRMAN. Have you any further testimony that you know of now that you want to submit ?

Governor SHEPHERD. Colonel Samo is here, who wishes to make a statement in regard to Mr. Blickensderfer's statement.

Mr. MATTINGLY. I would like to inquire of the committee whether there is any further testimony that they intend to give in.

The CHAIRMAN. I know of no other except Mr. Wilson wants to examine Mr. Cluss probably on Monday.

Mr. WILSON. My examination will be very brief. I only want to inquire of Mr. Cluss in reference to some of these statements touching the amount of money that is claimed to be due from the Government for work done around Government property ; a point with reference to which we have been expressly required to make a report. I want to get some accurate statement in regard to that.

ADOLF CLUSS recalled.

By the CHAIRMAN :

Question. Have you any knowledge of the amount of work done by the board of public works for the United States?—Answer. Well, I have the vouchers, you know, of the contracts that were paid all around the Capitol here.

Q. Will you make us a statement by Monday?—A. I will try to, if I only see clearly what it is. It is hardly possible for me—

Mr. MATTINGLY. Those were the very vouchers signed by Mr. Cluss; that pile I had here.

Mr. WILSON. Then I want to interrogate him about those, if those are the ones.

The WITNESS. Those vouchers have been out of my control ever since I signed them, to the best of my knowledge.

Governor SHEPHERD. They have been in the engineer's office from that day until night before last.

The WITNESS. They might have been in the private drawer of Mr. Oertly; they are not in our record.

Governor SHEPHERD. They were sent to the District Committee of the House.

The CHAIRMAN. Has the District Committee made an investigation of the amount due to the Government?

The WITNESS. That I don't know, Mr. Chairman.

Mr. HUBBELL. I think they have that very question under consideration.

Governor SHEPHERD. I have this statement here, showing the expenditures on each and every avenue in the city of Washington, made by the corporation of Washington since 1815, and by the board of public works, with the payments made on account of the same by the United States Government. This has been compiled from the vouchers of the old corporation, which are in the adjoining room, open for the inspection of the committee, and is a statement from the records showing that there is yet due by the United States Government \$1,010,861.60.

Mr. WILSON. Who made it out?

Governor SHEPHERD. It was made out by the clerks in the office. Mr. Thomas D. Winter has had charge of it. It was made by him and the other clerks in the office of the auditor of the board of public works.

The CHAIRMAN. Perhaps Mr. Winter had better be called and sworn in regard to it.

Governor SHEPHERD. Perhaps it would be well.

THOMAS D. WINTER sworn.

Question. State your relation to the board of public works.—Answer. I am employed in making special assessments of property, which has been my duty ever since I have been there.

Q. Did you make any portion of this statement that is now in the hands of the governor?—A. I went through all those vouchers myself, with Mr. Forsyth and another gentleman in the office there. We took those vouchers, and he apportioned what was properly belonging to the United States. I then afterward re-examined those vouchers—all of them—and have them here in boxes; and from them I made this statement of each avenue, and also a recapitulation of the same.

Q. Made the statement from the vouchers?—A. Yes, sir.

By Mr. MATTINGLY :

Q. There is a detailed statement there, and a number of vouchers are referred to, showing the amount?—A. Yes, sir.

Q. And then a general abstract of the whole?—A. Yes, sir.

The CHAIRMAN. It is not worth while to go into much detail about it.

The WITNESS. It will not take long. There are two series here of statements. They have been made up at separate times. I kept them apart, and they are in separate boxes, commencing with the main avenue, and going through all the avenues for which the vouchers called, where expenses were made on account of these avenues. I then made a recapitulation of each of the avenues; the amount of work done on that avenue, and the money—the total I believe to be correct—of \$1,010,861.60, for which we propose to show vouchers and other things to corroborate the statements which have been set forth in detail.

Q. These are the detailed statements?—A. Yes, sir.

Q. This is the recapitulation of the whole amount of each avenue and the grand total?—A. Each avenue shows the voucher referred to, together with the square, and it states the kind of work embraced on each voucher and when the work was done, and the amount. So that it can be referred to without any difficulty. You can have any vouchers for any one of these statements.

By Mr. WILSON:

Q. That commenced at what time?—A. I think it commenced as far back as 1815.

Q. And comes down to what period?—A. To 1871.

Q. The time the board of public works took charge?—A. Yes, sir.

Q. Have you made up in that a complete statement of all the amounts that were chargeable to the Government of the United States on account of work done on avenues?—A. Along the avenues and crossings.

Q. From 1815 up to the time the board of public works took possession?—A. I understand it is up to the time the board of public works took possession. That is the way this work is done by the old corporation, and up to the time the board went into operation.

Q. How did you get at that?—A. From the vouchers and accounts that are in these boxes, which the committee can see at any time.

Q. You think you have omitted nothing?—A. No, sir; I went over them very carefully.

Q. And you have put in all that you could find?—A. Yes, sir; all that was given to me by Mr. Forsyth. He went over the vouchers himself.

Q. Did you have to rely on Mr. Forsyth for what had been done on the avenues to see how much was chargeable to the Government?—A. Some of the vouchers were for different avenues; some of them embraced some streets with avenues, and he apportioned off what was chargeable to the avenues and marked it on the outside of the paper.

Q. The accuracy of your results, therefore, would depend on the accuracy of the information given you by Mr. Forsyth.—A. So far as those vouchers are concerned that have streets and avenues in them both; but then there are some vouchers which are avenues alone; that will show for itself.

Q. I say that so far as he had to apportion this between the streets and the avenues, you had to take his statement, and you are not responsible for any errors there might be there?—A. No, sir, not at all; that is a work of his.

By the CHAIRMAN:

Q. But you have the vouchers?—A. Yes, sir.

Q. The vouchers referred to here you have?—A. Yes, sir; and they can be referred to in a moment.

Q. And those will verify his apportionment?—A. I can verify his,



because it is in figures. He has it written down in pencil on the back, how much for New Hampshire and how much for Maine. One voucher may include four or five avenues.

By Mr. WILSON:

Q. In making up this statement, what you mean to say is this: you found some vouchers that embrace both streets and avenues?—A. Yes, sir.

Q. And Mr. Forsyth would tell you how much of that belonged to the avenue?—A. No, sir; he did not tell me that; he put it down himself.

Q. He would put it down?—A. He would mark it on the back of the voucher. Understand me, Mr. Forsyth and a clerk in the office, who was here, put down the amount as Mr. Forsyth called them off to him, picking out such vouchers as appertained to the avenues. He would call them out and put them down. After they were down, I took all the papers and the vouchers, and with three or four clerks I called off the vouchers and they checked off the amounts against them, and I went over them after that. But the original statements put down are not made by me; however, I will guarantee that they are correct.

Q. I am not talking about the accuracy of your putting down your figures. I am talking about whether you are in any way responsible, or have any knowledge as to the accuracy of the amounts that were put down by Mr. Forsyth, as to what appertain as to avenues.—A. No, sir.

Q. You do not know any thing about it?—A. No, sir. I will say this much, that the vouchers themselves, many of them, call for avenues alone. Some of them call for avenues and streets. He being familiar, of course, with that, went over the vouchers and apportioned out what was properly charged to the avenues.

By Mr. STEWART:

Q. Did he have any record?—A. That I cannot tell you.

By Mr. WILSON:

Q. Did he make that separation there in your presence?—A. No, sir; not at the time; I was in the next room engaged in other work; but after he was done I went over the vouchers. There are his pencil marks on the vouchers.

Q. Then you made up your statements from his pencil marks?—A. Yes, sir.

Q. Do you know in what way he made this separation—what data he had to go upon?—A. No, sir; I cannot tell you; that I do not know anything about.

Q. In making up this statement, so far as the avenues are concerned, did you charge the whole amount of the voucher or two-thirds?—A. I think that I understood him to say that it was two-thirds or one-third; I forget now.

Q. Here, for example, there were some vouchers which you say were for avenues alone. Now, in those cases, you did not rely upon Forsyth's figures, but you took your own?—A. Well, I relied upon them because his figures were there, and I checked off the vouchers to compare with those figures.

Q. Did you take the full amount of the voucher, or two-thirds of the amount of the voucher?—A. I took the full amount of the voucher. I believe in every voucher where it says "avenue" that the whole amount of the voucher was taken.

Governor SHEPHERD. The corporation paid the whole of the vouchers

under the old law. Whenever an assessment was made it did not go on to the books of the corporation at all, but on to the private-assessment books.

The WITNESS. Then there are some items here not taken from vouchers, but from the ward books, which are here and which can be referred to.

By Mr. WILSON :

Q. What is there to verify the ward books, simply a charge on the books ?—A. That is signed by the commissioners of the ward.

Q. That is the way you made that up ?—A. I believe that is the way ; at least there are the books. It is made up from that, under the head of "paving, curbing, and grading," the usual form signed by the commissioners for the work done.

Q. Have you any items of payments on that statement of yours ?—A. No, nothing at all, sir.

Q. It is simply a statement of the amount of work done by the old corporation ?—A. Yes, sir, including grading and paving—all items ; and there are one or two very large items there.

Q. That is intended to be a full and complete statement of all the work that had been done by the old corporation on the avenues, from 1815 ?—A. Yes, sir, up to 1870, the time that the board went into operation.

By Mr. MATTINGLY :

Q. Were not instructions given to reject everything that was doubtful or which could be caviled at ?—A. Yes, sir ; so I understood. I know Mr. Forsyth was very particular in regard to that matter. I had some conversation with him about it if everything here was complete. Before I made up the final statement in order to verify his work, I went over it myself personally and examined it to see that all the vouchers were there, and that the items were correct ; and he told me that he had gone over them carefully and taken out everything that appertained to the avenues, and nothing beyond that.

The WITNESS. I wish to make an explanation in regard to this assessment of Nineteenth street, which Mr. Cluss has spoken of, which he was unable to obtain. Some week or so ago Mr. Forsyth received a letter from the board requesting a copy of the assessment of Nineteenth street from E street to Boundary. The letter was referred to me. I did not exactly understand why the assessments were needed, and I went down to the board and made inquiry. I found out that there was an item in connection with the expenditure for some sodding, which was not included in the auditor's expenditures, and was afterward called for from Mr. Barney. He sent it up by me. I went down personally at the time the assessment was made, which was the last of November. He gave the item in writing and signed his name to it. It was included as part of the expenditures. I took down this item, as I understood from the board that Mr. Cluss had not seen this thing. I produced a copy of it signed and certified to by Mr. Forsyth. He said he was not satisfied with that but he wanted a statement made up. If you will give me an annual report, I will show you exactly what I mean. It has been the habit always when an assessment has been made—the time that the first special assessments were commenced—for the auditor of the board of public works to make out such a tabular statement as that. He said, "I want a tabular statement." I told him I could not get that, because our office did not make anything of the kind—all that we deal in is dollars and cents, not measurements. He produced this book in the office of the vice-president,

and said that was what he wanted. I told him we never got that up, that it belonged to the auditor's office; but so far as the squares or front feet were concerned, that we gave. I then forwarded the expenditures. He not being satisfied with that, I gave him duplicates of all bills that had been forwarded by the auditor of the board of public works for assessments, and sent them down. I say I forwarded them to the board; all the bills of expenditures that were assessed against Nineteenth street from E to the Boundary. Now, Mr. Cluss speaks about being refused assessments. The assessments are of no value to him whatever; they are matters of dollars and cents. In making up an assessment I don't look to measurements at all; I don't care anything about them; all I want is the money part. In speaking of assessments, he has misled you in one respect. He should have said that he wanted a tabular statement made out in that form by the auditor after an assessment was forwarded by the board. Now, Mr. Cluss himself understands this that when that assessment was made——

The CHAIRMAN. He understands that as well as you do, he says.

The WITNESS. The reason he could not get that was that the assessment went in on the 19th of November last, and the annual report was made on the 31st of October, which included this tabular statement. I do not know whether the auditor has made out another form corresponding with that assessment or not, and giving the details which I generally furnish him in regard to the general fund, the amount charged to the property-holders, and the United States, and all that, and the squares and front feet. But if he had gone to the auditor, I presume he would have obtained a copy, if it is printed. But so far as measurements are concerned, we do not care anything about it. We make it up from dollars and cents.

The CHAIRMAN. This statement furnished by the auditor, I see in the margin "No. of voucher;" does that refer to the voucher on file for the expenditures?

Governor SHEPHERD. Yes; all the vouchers are here—everything.

#### RECAPITULATION.

Maine avenue.....	\$786 07 1,634 70	\$2,420 77
New Hampshire avenue.....	14,451 49 9,317 16	23,768 65
Vermont avenue.....	12,902 40 13,918 49	26,820 89
Massachusetts avenue.....	20,291 43 38,278 41	58,569 84
Connecticut avenue.....	28,611 46 11,742 92	40,354 38
Rhode Island avenue .....	21,146 89 19,386 93	40,533 82
New York avenue.....	8,954 13 29,585 00	38,539 13
New Jersey avenue.....	50,404 81 36,475 34	86,880 15
Pennsylvania avenue.....	38,808 38 336,651 67	375,460 05



Delaware avenue.....	11,325 51	
	1,033 30	12,358 81
Maryland avenue.....	14,215 39	
	11,878 71	29,094 10
Virginia avenue.....	30,945 68	
	17,134 71	48,080 39
North Carolina avenue.....	20,884 39	
	10,137 64	31,022 03
South Carolina avenue.....	9,125 10	
	6,029 58	15,164 68
Georgia avenue.....	217 27	
	5,160 17	5,377 44
Louisiana avenue.....	64,279 97	
	4,640 84	68,920 81
Tennessee avenue.....		48 00
Kentucky avenue.....		706 23
Missouri avenue.....	4,997 27	
	2,878 90	7,876 17
Indiana avenue.....	76,428 20	
	2,866 91	79,295 11
Ohio avenue.....	743 44	
	8,547 13	9,290 57
Sewer, Pennsylvania avenue, Twentieth to Twenty-sixth street.....		7,467 64
Franklin Square.....		5,811 94
Grand total.....		1,010,861 60

The following documents, offered in evidence by Governor Shepherd, and ordered printed :

*Statement of total expenditures on each and every avenue of the city of Washington made by the corporation of Washington since 1815, and by the board of public works, with payments made on account of same by the United States Government.*

## RECAPITULATION.

	Balance due.
Delaware avenue.....	\$28,354 58
New Jersey avenue.....	191,336 28
North Carolina avenue.....	17,981 11
South Carolina avenue.....	13,129 52
Georgia avenue.....	1,665 44
Virginia avenue.....	9,240 57
Pennsylvania avenue.....	226,086 00
Kentucky avenue.....	706 23
Tennessee avenue.....	48 00
New York avenue.....	36,099 84
Vermont avenue.....	58,828 96
Connecticut avenue.....	38,156 02
Rhode Island avenue.....	97,297 19
New Hampshire avenue.....	47,948 45
Massachusetts avenue.....	111,586 31
Ohio avenue.....	13,089 03
Louisiana avenue.....	77,620 96
Indiana avenue.....	42,035 41
Missouri avenue.....	9,962 55
Maine avenue.....	6,075 38
Maryland avenue.....	791 73
	1,029,039 86

*Delaware avenue.*

Expended by corporation, (see detailed statement appended) .....	\$12,358 81
Expended by board of public works, (see statement of auditor appended) .....	24,743 36
Total expended.....	37,102 17
Less amount justly chargeable to private property.....	8,247 79
	28,854 38
Payments made by United States to date.....	
Balance due.....	28,854 38

*New Jersey avenue.*

Expended by corporation, (see detailed statement appended).....	\$86,880 15
Expended by board of public works, (statement of auditor appended)....	214,773 20
Total expended.....	301,653 35
Less amount justly chargeable to private property.....	71,591 07
	230,062 28
Payments made by United States to date.....	38,226 00
Balance due.....	191,836 28

*Maryland avenue.*

Expended by corporation, (see detailed statement appended).....	\$26,094 10
Expended by board of public works, (statement of auditor appended)....	197,322 95
Total expended.....	223,417 05
Less amount justly chargeable to private property.....	65,774 32
	157,642 73
Payments made by United States to date.....	176,851 00
Balance due.....	791 73

*North Carolina avenue.*

Expended by corporation, (see detailed statements appended).....	\$31,022 03
Expended by board of public works, (statement of auditor appended)....	31,790 63
Total expended.....	62,812 66
Less amount justly chargeable to private property.....	10,596 88
	52,215 73
Payments made by United States to date.....	34,234 67
Balance due.....	17,981 11

*South Carolina avenue.*

Expended by corporation, (see detailed statement appended).....	\$15,164 68
Expended by board of public works, (statement of auditor appended)....	11,169 25
Total expended.....	26,333 93
Less amount justly chargeable to private property.....	3,723 08
	22,610 85
Payments made by United States to date.....	9,481 33
Balance due.....	13,129 52

*Georgia avenue.*

Expended by corporation, (see detailed statement appended) .....	\$5,377 44
Expended by board of public works, (statement of auditor appended) ....	.....
Total expended.....	5,377 44
Less amount justly chargeable to private property.....	.....

Payments made by United States to date .....	5,377 44
	3,712 00

Balance due.....	1,665 44
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*Virginia avenue.*

Expended by corporation, (see detailed statement appended) .....	\$48,080 39
Expended by board of public works, (statement of auditor appended) ....	70,509 17
Total expended.....	118,589 56
Less amount justly chargeable to private property.....	36,449 66

Payments made by United States to date.....	82,139 19
	72,899 33

Balance due.....	9,240 57
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*Pennsylvania avenue.*

Expended by corporation, (see detailed statement appended).....	\$382,927 69
Expended by board of public works, (statement of auditor appended)....	557,953 47
Total expended .....	940,881 16
Less amount justly chargeable to private property.....	122,168 37

Payments made by United States to date .....	818,712 79
	592,626 79

Balance due.....	226,086 00
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*Kentucky avenue.*

Expended by corporation, (see detailed statement appended).....	\$706 23
Expended by board of public works, (statement of auditor appended) ....	.....
Payments made by United States.....	.....
Balance due.....	706 23

*Tennessee avenue.*

Balance due.....	848 00
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*New York avenue.*

Expended by corporation, (see detailed statement appended) .....	\$88,954 13
Expended by board of public works, (statement of auditor appended) ....	23,585 00
Total expended .....	308,233 64
Less amount justly chargeable to private property .....	78,850 36

Payments made by United States to date .....	229,383 28
	193,283 44

Balance due.....	36,099 84
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*Vermont avenue.*

Expended by corporation, (see detailed statement appended) .....	\$13,908 49
Expended by board of public works, (statement of auditor appended) ....	12,512 46
Total expended.....	100,673 21
Less amount justly chargeable to private property.....	27,617 44

Payments made by United States to date.....	82,065 77
	23,226 81

Balance due.....	58,895 26
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*Connecticut avenue.*

Expended by corporation, (see detailed statement appended).....	{	\$11,742 92
Expended by board of public works, (statement of auditor appended)....		2,611 46
		171,175 35
Total expended.....		211,529 73
Less amount justly chargeable to private property.....		53,107 44
		158,422 29
Payments made by United States to date.....		120,266 27
Balance due.....		38,156 02

*Rhode Island avenue.*

Expended by corporation, (see detailed statement appended).....	{	\$19,386 93
Expended by board of public works, (statement of auditor appended)....		21,146 89
		123,782 55
Total expended.....		164,316 37
Less amount justly chargeable to private property.....		41,260 85
		123,055 52
Payments made by United States to date.....		25,758 33
Balance due.....		97,297 19

*New Hampshire avenue.*

Expended by corporation, (see detailed statement appended).....	{	\$9,317 16
Expended by board of public works, (statement of auditor appended) ...		14,451 49
		120,160 43
Total expended.....		143,929 08
Less amount justly chargeable to private property.....		40,053 48
		103,875 60
Payments made by United States to date.....		55,927 15
Balance due.....		47,948 45

*Massachusetts avenue.*

Expended by corporation, (see detailed statement appended).....	{	\$38,278 41
Expended by board of public works, (statement of auditor appended) ...		20,291 43
		530,548 76
Total expended.....		589,118 60
Less amount justly chargeable to private property and intersections.....		162,157 14
		\$426,961 46
Payments made by United States to date.....		315,375 15
Balance due.....		111,586 31

*Ohio avenue.*

Expended by corporation, (see detailed statement appended.).....	{	\$8,547 13
Expended by board of public works, (statement of auditor appended.)...		743 44
		13,969 07
Total expended.....		23,259 64
Less amount justly chargeable to private property.....		4,656 36
		18,603 28
Payments made by United States to date.....		5,514 25
Balance due.....		13,089 03

*Louisiana avenue.*

Expended by corporation, (see detailed statement appended).....	{	\$4,640 84
Expended by board of public works, (statement of auditor appended) ..		64,279 97
		35,068 74
Total expended.....		103,989 55

Less amount justly chargeable to private property.....	\$7,145 86
	96,843 69
Payments made by United States to date .....	19,222 73
Balance due.....	77,620 96

*Indiana avenue.*

Expended by corporation, (see detailed statement appended).....	\$79,295 11
Expended by board of public works, (statement of auditor appended).....	
Total expended.....	79,295 11
Less amount justly chargeable to private property.....	
	79,295 11
Payments made by United States to date.....	37,259 20
Balance due.....	42,035 91

*Missouri avenue.*

Expended by corporation, (see detailed statement appended).....	\$2,878 90
Expended by board of public works, (statement of auditor appended).....	4,997 27
	24,592 11
Total expended.....	32,378 28
Less amount justly chargeable to private property.....	4,083 68
	28,294 60
Payments made by United States to date.....	18,332 05
Balance due.....	9,962 55

*Maine avenue.*

Expended by corporation, (see detailed statement appended).....	\$1,634 79
Expended by board of public works, (statement of auditor appended).....	786 07
	24,966 13
Total expended.....	26,486 90
Less amount justly chargeable to private property.....	4,011 02
	22,475 88
Payments made by United States to date.....	16,400 50
Balance due.....	6,075 38

*Statement of expenditures by the board of public works on account of the avenues in the city of Washington, D. C.*

Number of voucher.	To whom paid.	Kind of work.	Amount.
CONNECTICUT AVENUE.			
1872			
2368	Beane Concrete Company .....	Street .....	\$12,000 00
2423	do .....	do .....	20,000 00
2623	do .....	do .....	10,000 00
2713	do .....	do .....	10,000 00
2900	do .....	do .....	7,500 00
2902	O. O. Hunt & Co. ....	do .....	7,400 00
3238 & 3173	Beane Concrete Company .....	do .....	40,000 00
3512	do .....	do .....	2,000 00
3513	do .....	do .....	2,000 00
3514	do .....	do .....	3,000 00
3515	do .....	do .....	3,000 00
3516	do .....	do .....	5,000 00
3821	do .....	do .....	3,000 00

Statement of expenditures by the board of public works on account of avenues, &c.—Continued.

Number of voucher.	To whom paid.	Kind of work.	Amount.
1873.			
392	O. O'Hare.....	do	\$2,450 49
505	Evans Concrete Company.....	do	500 00
722	O. O'Hare & Co.....	do	635 20
737	Gray & Noyes.....	do	50 00
739	do.....	do	332 50
744	do.....	do	224 70
831	Evans Concrete Company.....	do	5,600 00
1682	O. O'Hare & Co.....	do	983 16
1902	Samuel C. Wroe.....	do	1,863 64
1905	do.....	do	1,808 37
2218	Evans Concrete Company.....	do	5,000 00
2269	do.....	do	8,600 00
2928	P. Bennau.....	Sewer	2,155 98
3078 to 3084	O. O'Hare & Co.....	Street	7,053 80
3477 to 3486	Evans Concrete Company.....	do	5,000 00
4309	O. O'Hare & Co.....	Sewer	700 00
1874.			
69	P. Bennau.....	do	245 36
180 & 181	O. O'Hare & Co.....	Street	358 15
220	Evans Concrete Company.....	do	214 00
837	do.....	do	2,500 00
	Total.....		171,175 35
DELAWARE AVENUE.			
1873.			
1057	Albert Gleason.....	Street, I to K.....	\$1,189 63
1247	Bartlett & Williams.....	Sewer, B to C.....	1,430 26
2723	Albert Gleason.....	Street, I to K.....	3,261 97
3329 to 3331	W. C. Whitney.....	Street, B to C.....	10,000 00
4119 & 4120	R. G. Campbell.....	Rep'g water-service, B to D	331 80
4121	do.....	Lowering mains, B to D.....	45 25
4555	W. C. Whitney.....	Street, B to C.....	7,408 62
4654	do.....	Hauling curb.....	130 08
4655	do.....	Removing old material.....	145 75
	Total.....		24,743 36
LOUISIANA AVENUE.			
1872.			
2127	George Nutzy & Co.....	Street.....	\$15,000 00
2166	Andrew Gleason.....	do.....	600 00
2285	do.....	do.....	4,787 11
3771	George Nutzy & Co.....	do.....	5,993 49
3780	do.....	do.....	765 97
874	Andrew Gleason.....	do.....	120 00
931	L. S. Filbert.....	do.....	4,686 50
1410	Emmart, Smith & Co.....	Sewer-work.....	117 96
1424	do.....	do.....	1,542 98
1575	A. S. Richards.....	Street.....	35 80
2148	S. C. Wroe.....	do.....	481 15
2150	do.....	do.....	907 78
3253 and 3254	Emmart, Smith & Co.....	Repairing water-service.....	30 00
	Total.....		35,068 74
MAINE AVENUE.			
1871.			
451	Andrew Gleason.....	Side-walks.....	\$2,500 00
1872.			
474	do.....	Street.....	851 16
3396	William Hussey.....	do.....	500 00
3528	D. Hannan.....	Repairing water-service.....	135 25
3579	William Hussey.....	Street.....	300 00
3844	do.....	do.....	500 00
1873.			
26	P. Brenna.....	Sewer.....	2,018 13
41	do.....	do.....	51 00
473	William Hussey.....	Street.....	1,012 44
757 and 758	D. Hannan.....	Repairing water-service.....	309 52
1573	A. S. Richards.....	Street.....	246 60
1805	William Hussey.....	do.....	500 00
1841	do.....	do.....	500 00
2206 to 2208	do.....	do.....	3,989 40
2703	D. Hannan.....	Repairing water-service.....	34 95
2743 and 2744	William Hussey.....	Street.....	9,137 40
2877	do.....	do.....	111 03
4793	Simon Carmody.....	do.....	1,369 25
	Total.....		24,066 13



Statement of expenditures by the board of public works on account of avenues, &amp;c.—Continued.

Number of voucher.	To whom paid.	Kind of work.	Amount.
MARYLAND AVENUE.			
1872.			
128	C. C. Scriber .....	Street .....	\$1,000 00
1332	Andrew Gleason .....	do .....	8,000 00
1715	M. Murphy .....	do .....	2,500 00
2015	Andrew Gleason .....	do .....	6,480 88
2542	M. Murphy .....	do .....	2,000 00
2560	R. Rothwell .....	do .....	345 30
2742	Andrew Gleason .....	do .....	3,000 00
2770	M. Murphy .....	do .....	2,369 00
2706	Andrew Gleason .....	do .....	5,000 00
2857	G. W. Goodall .....	Sewer .....	600 00
3044	Andrew Gleason .....	Street .....	1,000 00
3108	M. Murphy .....	do .....	3,500 00
3343	Andrew Gleason .....	do .....	500 00
3843	G. W. Goodall .....	Sewer .....	250 00
1873.			
231	S. S. Rusk .....	Street .....	200 00
257	Andrew Gleason .....	do .....	5,000 00
315	do .....	do .....	4,362 51
686 and 687	H. McLinden .....	Repairing water-service .....	159 28
809 to 812	M. Murphy .....	Street .....	5,133 99
1185	do .....	do .....	649 10
1276	G. W. Goodall .....	Sewer .....	1,388 28
1813 and 1814	S. S. Rusk .....	Street .....	764 05
1935 to 1939	Albert Gleason .....	do .....	1,000 00
1975 and 1977	Andrew Gleason .....	do .....	12,200 31
2144	Page & Fletcher .....	do .....	21,421 30
2243	M. Murphy .....	do .....	12,577 20
2282 to 2284	Andrew Gleason .....	do .....	45,020 91
2285 to 2288	do .....	do .....	2,763 67
2359	do .....	do .....	3,069 62
2360 and 2361	do .....	do .....	2,223 90
2500	M. Murphy .....	do .....	806 20
2502	do .....	do .....	24 60
2544	James Ragan .....	Repairing water-service .....	104 70
2584	H. L. Gallaher & Co .....	Sewers .....	1,592 98
2632	Brennan & Hutton .....	do .....	278 98
2703	D. Hannan .....	do .....	49 30
2837	Page & Fletcher .....	Street .....	1,331 00
3092	H. V. Colton .....	do .....	636 00
3275, 3471 ( and 3472 )	L. A. Bartlett & Co .....	do .....	30,000 00
4575	W. Fitzhugh .....	do .....	256 00
4762 to 4765	M. J. Laughlin .....	do .....	7,000 00
1874.			
22	Page & Fletcher .....	do .....	76 79
175	W. H. Fitzhugh .....	do .....	229 10
544 and 545	G. W. Goodall .....	Water-service and sewer .....	185 00
556 and 557	H. V. Colton .....	Street .....	242 20
Total.....			197,322 95
MASSACHUSETTS AVENUE.			
1871.			
543	John P. Hurley .....	Water-connections .....	23 40
918	R. G. Campbell .....	Sewer .....	2,000 00
1872.			
327	Evans Concrete Company .....	Street .....	3,000 00
477	R. G. Campbell .....	Sewer .....	2,000 00
1663	do .....	do .....	255 78
1664	do .....	do .....	4,110 15
1618	D. A. Connolly .....	Street .....	1,000 00
1700	do .....	do .....	1,500 00
1858	do .....	do .....	2,000 00
1958	do .....	do .....	3,218 27
2087	do .....	do .....	1,929 57
2264	do .....	do .....	3,376 20
2539	Evans Concrete Company .....	do .....	13,800 00
2555	D. A. Connolly .....	do .....	5,000 00
2600	Evans Concrete Company .....	do .....	7,500 00
2674	L. S. Filbert .....	do .....	10,000 00
2787	John F. Sullivan .....	do .....	40 00
3029	Evans Concrete Company .....	do .....	10,000 00
3208	L. S. Filbert .....	do .....	2,000 00
3244	William Fee .....	do .....	88 20
3282	L. S. Filbert .....	do .....	1,500 00
3398	Thomas Joyce .....	Street .....	800 00
3425	L. S. Filbert .....	do .....	2,988 22
3558	Thomas Joyce .....	do .....	500 00

Statement of expenditures of the board of public works on account of avenues, &amp;c.—Continued.

Number of voucher.	To whom paid.	Kind of work.	Amount.
3572	D. A. Connolly	do	8500 00
3712	L. S. Filbert	do	58,019 78
3713	do	do	18,000 00
3747	Evans Concrete Company	do	5,000 00
3748	do	do	5,000 00
3749	do	do	5,000 00
3814	do	do	17,000 00
1873.			
37	P. Brennan	Sewer	3,192 84
85	Morsell & Desiring	Street	20 00
119	Thomas Joyce	do	1,521 00
265	John Raedy	do	191 20
395	O. O'Hare & Co.	do	8,400 00
505	Evans Concrete Company	do	500 00
815	Thomas P. Morgan	Sewer	217 62
930	L. S. Filbert	Street	5,000 00
975	Thomas Joyce	do	1,000 00
976 to 978	do	do	12,000 00
1270	W. A. Wroe	do	60 90
1409	Emmart, Smith & Co.	Sewer service	13 02
1417	do	Repairing water service	254 32
1419 & 1420	do	do	400 55
1515	D. A. Connolly	Street	5,178 38
1567 & 1568	L. S. Filbert	do	5,000 00
1801	P. Crowley & Co.	do	1,600 00
1868 & 1869	D. A. Connolly	do	3,000 00
1882	R. G. Campbell	Sewer	368 45
1906	D. A. Connolly	Street	1,980 00
1923 to 1926	L. S. Filbert	do	4,000 00
1998	P. Crowley & Co.	do	5,320 00
2013	D. Hamman	Repairing water service	100 05
2045 to 2047	L. S. Filbert	do	795 81
2049	do	Street	731 77
2055	P. Brennan	Sewer	150 20
2093	Thomas Joyce	Street	6,000 00
2094	do	do	4,000 00
2335	O. O'Hare & Co.	do	3,000 00
1873.			
2352	Dufour & Co.	Street	8,171 35
2380	Evans Concrete Company	do	6,000 00
2300	Thomas Joyce	Sewer	2,527 12
2301	do	do	2,534 25
2392	do	do	1,085 94
2393	do	Street	11,988 65
2418	L. S. Filbert	do	5,000 00
2439	Evans Concrete Company	do	6,000 00
2582	G. H. Boston, president	do	1,000 00
2589	P. Crowley & Co.	do	6,000 00
2646 & 2649	L. S. Filbert	do	25,124 71
2663	James Ragan	Repairing water service	75 45
2666	do	do	47 75
2702	D. Hamman	do	31 75
2703	do	do	16 50
2770	James Hudson	Street	85 00
2873	H. V. Colton	do	1,069 60
2918	P. Brennan	Sewer	867 76
3048	L. S. Filbert	Street	3,000 00
3085 & 3086	O. O'Hare & Co.	do	2,562 80
3092	H. V. Colton	do	122 37
3253 & 3254	Emmart, Smith & Co.	Repairing water service	18 10
do	do	do	7 00
do	do	do	28 95
3267	Evans Concrete Company	Street	676 15
3319 to 3333	P. Crowley & Co.	do	8,448 36
3337	do	do	426 35
3338	do	do	46 50
3339	do	do	31 50
3457 & 3458	James Ragan	Moving water main	63 25
3477 to 3486	Evans Concrete Company	Street	35,000 00
3569	N. Acker	do	3,100 00
3634	F. McEhan	Repairing water service	553 70
3657	N. Acker	Street	5,394 87
3947 to 3951	Himber & Groat	Sewer	4,180 98
4000 to 4005	George H. Boston	Street	8,417 82
4152	Albert Gleason	do	2,474 07
3691	W. Hanks	Water service	48 25
4217	D. A. Connolly	Street	3,000 00
4296	do	do	7,492 94
4329	W. Whelan	Repairing water service	31 62
4368	Thomas Joyce	Street	195 18
4369	do	do	1,190 10

Statement of expenditures by the board of public works on account of avenues, &amp;c.—Continued.

Number of voucher.	To whom paid.	Kind of work.	Amount.
1573	J. B. W. Williams	Street	1,687 99
1574	Evans Concrete Company	do	71 36
1575	Thomas H. Williams	do	1,008 90
1576	Evans Concrete Company	do	418 00
1577	L. S. Filbert	do	741 36
1578	H. V. Colton	do	1,435 00
1579	Evans Concrete Company	do	2,000 00
Total			8,000 00
1580	Albert Gleason	Street	5,000 00
1581	do	do	2,262 42
1582	William H. Williams	Street	789 25
1583	George W. Goodall	Street	1,000 00
1584	Pay-roll	Street	2,594 50
1585	William H. Williams	Street	1,170 03
1586	do	Street	72 69
1587	do	Street	500 00
1588	Samuel O. Williams	do	20 00
Total			14,000 00
1876, from 1875 to 1876.			
1589	G. W. Murdock	Street	200 00
1590	G. W. Goodall	Street	47 50
1591	J. Thompson	Street	75 00
1592	J. V. W. Vandenberg	Street	2,000 00
1593	Thomas A. Nelson	Street	200 00
1594	do	Street	1,000 00
1595	T. Thompson	Street	75 00
1596	J. A. Nelson	Street	200 00
1597	L. S. Filbert	Street	200 00
1598	J. Thompson	Street	2,000 00
1599	do	Street	2,000 00
1600	do	Street	2,000 00
1601	do	Street	2,000 00
1602	do	Street	2,000 00
1603	do	Street	2,000 00
1604	do	Street	2,000 00
1605	do	Street	2,000 00
1606	do	Street	2,000 00
1607	do	Street	2,000 00
1608	do	Street	2,000 00
1609	do	Street	2,000 00
1610	do	Street	2,000 00
1611	do	Street	2,000 00
1612	do	Street	2,000 00
1613	do	Street	2,000 00
1614	do	Street	2,000 00
1615	do	Street	2,000 00
1616	do	Street	2,000 00
1617	do	Street	2,000 00
1618	do	Street	2,000 00
1619	do	Street	2,000 00
1620	do	Street	2,000 00
1621	do	Street	2,000 00
1622	do	Street	2,000 00
1623	do	Street	2,000 00
1624	do	Street	2,000 00
1625	do	Street	2,000 00
1626	do	Street	2,000 00
1627	do	Street	2,000 00
1628	do	Street	2,000 00
1629	do	Street	2,000 00
1630	do	Street	2,000 00
1631	do	Street	2,000 00
1632	do	Street	2,000 00
1633	do	Street	2,000 00
1634	do	Street	2,000 00
1635	do	Street	2,000 00
1636	do	Street	2,000 00
1637	do	Street	2,000 00
1638	do	Street	2,000 00
1639	do	Street	2,000 00
1640	do	Street	2,000 00
1641	do	Street	2,000 00
1642	do	Street	2,000 00
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1652	do	Street	2,000 00
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1657	do	Street	2,000 00
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1663	do	Street	2,000 00
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1665	do	Street	2,000 00
1666	do	Street	2,000 00
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1669	do	Street	2,000 00
1670	do	Street	2,000 00
1671	do	Street	2,000 00
1672	do	Street	2,000 00
1673	do	Street	2,000 00
1674	do	Street	2,000 00
1675	do	Street	2,000 00
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1696	do	Street	2,000 00
1697	do	Street	2,000 00
1698	do	Street	2,000 00
1699	do	Street	2,000 00
1700	do	Street	2,000 00
1701	do	Street	2,000 00
1702	do	Street	2,000 00
1703	do	Street	2,000 00
1704	do	Street	2,000 00
1705	do	Street	2,000 00
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1709	do	Street	2,000 00
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1711	do	Street	2,000 00
1712	do	Street	2,000 00
1713	do	Street	2,000 00
1714	do	Street	2,000 00
1715	do	Street	2,000 00
1716	do	Street	2,000 00
1717	do	Street	2,000 00
1718	do	Street	2,000 00
1719	do	Street	2,000 00
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1731	do	Street	2,000 00
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1737	do	Street	2,000 00
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1792	do	Street	2,000 00
1793	do	Street	2,000 00
1794	do	Street	2,000 00
1795	do	Street	2,000 00
1796	do	Street	2,000 00
1797	do	Street	2,000 00
1798	do	Street	2,000 00
1799	do	Street	2,000 00
1800	do	Street	2,000 00
1801	do	Street	2,000 00
1802	do	Street	2,000 00
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1839	do	Street	2,000 00
1840	do	Street	2,000 00
1841	do	Street	2,000 00
1842	do	Street	2,000 00
1843	do	Street	2,000 00
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1863	do	Street	2,000 00
1864	do	Street	2,000 00
1865	do	Street	2,000 00
1866	do	Street	2,000 00
1867	do	Street	2,000 00
1868	do	Street	2,000 00
1869	do	Street	2,000 00
1870	do	Street	2,000 00
1871	do	Street	2,000 00
1872	do	Street	2,000 00



Statement of expenditures by the board of public works on account of avenues, &c.—Continued.

Number of voucher.	To whom paid.	Kind of work.	Amount.
3655	H. Nater	Street	\$100 00
3443	L. S. Filbert	do	10,000 00
3630	Thomas Kirby	do	4,000 00
3630	L. S. Filbert	do	7,000 00
3635	H. Nater	do	84 00
3835	G. W. Goodall	Sewer	961 55
3872	Thomas Kirby	Street	2,500 00
3880	W. G. Parkinson	Repairing water-service	1,000 00
3103	Thomas Kirby	Street	4,000 00
3530	D. Hamman	Repairing water-service	15 05
3559	Thomas Kirby	Street	200 00
3738	G. F. Schaffler	Repairing water-service	4 00
3814	Evans Concrete Company	Street	13,500 00
1873.			
71	L. S. Filbert	Street	9,901 27
72	do	do	2,871 51
362	Thomas Kirby	Sewer	1,536 60
363 & 364	do	Street	40,890 96
367	do	do	1,673 12
368	do	do	809 40
369	do	do	647 35
668	J. V. W. Vandenberg	do	558 12
671	do	do	135 80
686 & 687	H. McLinden	Repairing water-service	6 90
972	J. A. Nelson	Street	1,850 51
1668	John Sinclair	do	602 40
1955	Jones & Collins	Sewer	864 12
2161	Thomas Kirby	Street	39,622 25
2162	do	Sewer	9,738 08
2163	do	Street	3,504 08
2434	do	do	1,139 28
2702	D. Hamman	Repairing water-service	24 98
2872	H. V. Colton	Street	2,011 76
2875	do	do	1,690 00
3092	do	do	731 51
3182	J. V. W. Vandenberg	do	1,757 71
421	Gray & Noyes	Sewer	267 38
4623 & 4324	L. S. Filbert	do	216 05
	Total		269,694 51
NEW HAMPSHIRE AVENUE.			
1871.			
570	D. Hudnell	Street	4,726 85
719	Pay-roll	do	302 17
721	do	do	240 28
832	do	do	361 99
1872.			
664	do	do	1,094 98
669	do	do	1,573 13
709	do	do	475 00
715	do	do	1,012 05
754	do	do	2,301 95
789	do	do	1,516 02
1420	R. S. Hulse	do	1,996 08
1960	do	do	500 00
2235	do	do	3,176 32
2572	J. V. W. Vandenberg	do	2,000 00
2808	do	do	2,500 00
1873.			
1121 & 1122	S. Strong	Sewer	923 30
2960 to 2973	L. S. Filbert	Street	30,000 00
3106 & 3107	do	do	12,000 00
3469	do	do	7,000 00
3268 & 3270	C. H. Moulton	Sewer	2,900 00
4095 to 4098	L. S. Filbert	Street	5,000 00
4696 to 4709	do	do	20,000 00
4847 & 4848	Hugh Murray	do	4,984 86
1874.			
259	C. H. Moulton	Sewer	1,282 32
361	Hugh Murray	Street	9,419 82
523	L. S. Filbert	Street and sewer	1,287 91
613	W. Dayton	Sewer	56 00
614 & 615	do	do	1,520 72
	Total		120,160 43
NEW JERSEY AVENUE.			
1872.			
3416	R. H. Ryan	Street	1,000 00
3704 & 3705	do	do	4,000 00

Statement of expenditures of the board of public works on account of avenues, &amp;c.—Continued.

Number of voucher.	To whom paid.	Kind of work.	Amount.
1873.			
85	Mosell & Peating .....	Street .....	\$5 81
229	D. & E. Rothwell .....	do .....	266 70
284 to 288	R. H. Ryan .....	do .....	17,624 16
289 & 287	H. McLaughlin .....	do .....	789 92
895 & 896	John Barry .....	do .....	615 74
1072	A. S. Richards .....	do .....	142 12
1079	R. H. Ryan .....	do .....	7,000 00
1950 & 1952	do .....	do .....	10,376 40
237	A. S. Richards .....	do .....	100 08
236	Thomas Joyce .....	Street .....	348 01
2628	John Barry .....	Street .....	137 00
2905	L. A. Bartlett & Co. ....	do .....	3,535 60
2937 & 2938	Z. Jones .....	do .....	10,000 00
3057	James Ransom .....	do .....	438 10
3058 & 3059	do .....	do .....	474 80
3057 & 3058	R. H. Ryan .....	do .....	12,000 00
3221	do .....	do .....	318 75
3222 & 3223	Edward Koppel .....	do .....	162 00
3222 & 3241	do .....	do .....	5,000 00
3292 & 3304	W. C. Whitney .....	do .....	11,471 99
3292 & 3304	R. H. Ryan .....	do .....	24,000 00
3499 & 3500	Z. Jones .....	do .....	10,000 00
3789	do .....	do .....	14,200 00
3870 & 3878	W. C. Whitney .....	do .....	8,000 00
3877 to 3878	Z. Jones .....	do .....	795 77
3889	R. H. Ryan .....	Street .....	1,190 75
3944	do .....	do .....	12,204 00
3960 to 3964	Z. Jones .....	Street .....	5,000 00
4124	do .....	do .....	40 00
4136	John Barry .....	do .....	2,063 25
4279 to 4280	J. S. Baldwin .....	do .....	720 40
4332 to 4339	A. S. Richards .....	do .....	1,625 81
4367	Thomas Joyce .....	Sewer .....	18,759 90
4370 to 4373	do .....	Street .....	4,606 16
4374 to 4395	Thomas Kirby .....	do .....	2,605 05
4396	W. C. Whitney .....	do .....	147 58
4674	do .....	do .....	175 00
4656	do .....	do .....	23 77
4781 to 4782	M. Gil .....	do .....	401 00
4783	George E. Goss .....	do .....	3,000 00
4833	Z. Jones .....	do .....	15,000 00
1874.	do .....	do .....	9 74
135 to 137	G. W. Goodall .....	Sewer .....	6,090 04
544 to 545	Thomas Kirby .....	Street .....	
568 & 569	do .....	do .....	
Total .....			214,773 20
NORTH CAROLINA AVENUE.			
1871			
240	D. A. Connolly .....	Street .....	1,138 96
661	do .....	do .....	1,091 73
705	do .....	do .....	2,939 10
738	do .....	do .....	2,839 15
775	do .....	do .....	1,134 62
1872.			
375	D. A. Connolly .....	do .....	692 00
642	do .....	do .....	1,731 55
689	do .....	do .....	1,928 61
739	do .....	do .....	1,062 62
764	do .....	do .....	628 75
787	do .....	do .....	809 77
841	do .....	do .....	21 00
846	do .....	do .....	4,000 00
873	E. E. Barnes .....	do .....	3,000 00
916	do .....	do .....	400 00
3411	do .....	do .....	500 00
1873.			
1003	do .....	Sewer .....	550 00
1253 and 1254	do .....	Sewer .....	387 21
1534	D. A. Connolly .....	do .....	16 89
Total .....			31,790 63
CHESAPEAKE AVENUE.			
1873.			
248	H. H. ... ..	Street .....	1,000 00
250	do .....	do .....	1,000 00
252	do .....	do .....	11 34
3755 and 3756	do .....	do .....	11,575 00
4821	A. C. Chenoweth .....	Sewer .....	600 75
Total .....			14,007 09

Statement of expenditures by the board of public works on account of avenues, &amp;c.—Continued.

Number of voucher.	To whom paid.	Kind of work.	Amount.
PENNSYLVANIA AVENUE.			
1871.			
21	J. M. Johnson	Street	\$108 00
530	George Boswell	Sewer	1,000 00
592	George W. Goodall	do	1,500 00
757	John O. Evans, president	Street	10,000 00
880	George Boswell	Sewer	2,000 00
883	G. W. Goodall	do	500 00
1005	D. Hudnell	Street	1,500 00
1015	George B. Dyer	do	270 00
1872.			
5	J. O. Evans, president	do	10,000 00
224	do	do	10,000 00
316	George B. Dyer	do	81 00
381	D. Hudnell	do	541 95
390	do	do	169 97
391	do	Sewer	22 90
503	Rothwell & Holden	do	1,390 00
959	George B. Dyer	do	76 00
1052	do	do	78 00
1142	J. O. Evans, president	Street	7,000 00
1146	John Chapman	Sewer	119 85
1352	John O. Evans, president	Street	5,000 00
1413	D. Hudnell	do	1,914 15
1472	P. McNamara	do	1,200 00
1628	John O. Evans, president	do	2,000 00
1672	G. W. Goodall	Sewer	1,004 48
1729	G. B. Dyer	Street	159 00
1798	F. Acker	do	178 05
1827	P. McNamara	do	3,000 00
1877	John O. Evans, president	do	454 40
1886	M. Stegmaier	do	96 00
1997	P. McNamara	do	2,500 00
2039	J. F. Acker	do	155 25
2057	T. F. Sullivan	do	145 70
2091	J. F. Acker	do	106 65
2099	George B. Dyer	do	100 00
2101	M. Stegmaier	do	75 00
2112	Albert Gleason	do	2,000 00
2142	John Raedy & Co	do	327 20
2191	P. McNamara	do	2,500 00
2211	S. N. Hilton	do	324 00
2252	J. O. Evans	do	18,000 00
2256	D. Hudnell	Street	163 60
2257	do	do	81 20
2258	J. F. Sullivan	do	229 50
2271	George Boswell	Sewer	5,117 84
2299	Rothwell & Holden	do	1,855 96
2305	S. N. Hilton	Street	100 00
2337	John Raedy & Co	do	299 60
2357	Albert Gleason	do	2,000 00
2365	J. O. Evans	do	20,000 00
2372	D. Hudnell	do	1,000 00
2373	J. O. Evans	do	20,000 00
2381	P. McNamara	do	500 00
2523	J. O. Evans	do	25,000 00
2556	P. McNamara	do	2,500 00
2584	do	do	1,200 00
2589	G. B. Dyer	do	108 00
2618	M. Stegmaier	do	81 00
2639	J. O. Evans	do	20,000 00
2669	S. N. Hilton	do	108 00
2711	D. Hudnell	do	2,000 00
2813	P. McNamara	do	800 00
2822	J. O. Evans	do	15,000 00
2876	P. McNamara	do	4,000 00
2898	DeGolyer & McClelland	do	10,000 00
2908	J. O. Evans	do	3,000 00
2926	D. Hudnell	do	300 00
2966	DeGolyer & McClelland	do	10,000 00
2994	D. Hudnell	do	400 00
3027	DeGolyer & McClelland	do	5,000 00
3081	do	do	10,000 00
3082	D. Hudnell	do	1,000 00
3115	P. McNamara	do	3,500 00
3154	J. Raedy & Co	do	396 40
3213	DeGolyer & McClelland	do	35,000 00
3263	do	do	5,740 00
3264	do	do	7,222 80



Statement of expenditures by board of public works on account of avenues, &amp;c.—Continued.

Number of voucher.	To whom paid.	Kind of work.	Amount.
3297	DeGolyer & McClelland	Street	\$11,000 00
3298	do	do	5,000 00
3299	do	do	5,000 00
3300	do	do	5,000 00
3301	do	do	5,000 00
3302	do	do	400 00
3303	A. O. Evans	do	13,372 00
3304	Albert Gleason	do	2,007 05
3312	P. McNamara	do	1,500 00
1873.			
214	E. P. Acker	do	250 87
215	DeGolyer & McClelland	do	6,000 00
220 to 221	do	do	22,000 29
250	P. McNamara	do	400 00
419 to 423	H. Hasbrell	do	11,710 21
424	do	do	405 79
440	P. McNamara	do	10,000 00
457	do	do	2,712 01
464	J. O. Evans	do	812 66
500	Hordless & Holden	Sewer	891 19
567 & 568	do	do	2,225 29
571	do	do	51 00
572	John R. F. & Co.	Street	95 00
591	Callan & Neville	Sewer	1,630 23
592	P. McNamara	Street	10,000 00
1005	George Russell	Sewer	4,882 00
1009	P. McNamara	Street	3,764 56
1000	do	do	3,167 70
1067	do	Street	492 45
1374	do	Street	1,200 00
1406	do	do	52 82
1436	do	do	287 00
1481	do	do	1,000 00
1559	do	do	267 29
1570	do	do	823 50
1644	do	do	10,000 00
1688 to 1695	do	do	5,729 46
1745	do	do	1,200 00
1822	George Russell	Sewer	348 10
1831	E. Hasbrell	Street	615 00
2269	W. H. Wright	do	16 27
2572 to 2574	DeGolyer & McClelland	do	8,267 00
2575	M. Deane	Sewer	13 00
2627	P. McNamara	Street	130 49
2631	DeGolyer & McClelland	Street	544 23
2754 to 2760	P. McNamara	do	49,377 38
3017 to 3021	do	do	5,006 54
3092	H. V. Callan	do	2,548 00
3018	J. V. W. Vandenberg & Co.	do	8,080 15
3509	do	do	162 90
4111	George W. Goodall	do	132 50
4572 to 4577	M. C. Sullivan	Street	6,500 00
4580 to 4582	do	do	28 50
4583 to 4584	Hudson Engineering Company	Street	3,500 00
1874.			
351	J. V. W. Vandenberg & Co.	do	764 65
450 to 461	Hudson Engineering Company	do	15,847 30
513	Callan & Neville	Street	3 64
544 & 545	G. W. Goodall	do	14 50
546 & 547	do	do	254 24
556 & 557	H. V. Callan	Street	86 40
Total			557,953 47
EDWITE FRANK AVENUE.			
1871.			
100	Alfred C. Smith	Street	1,000 00
1008	E. H. D. Hordless	do	300 00
1065	do	do	423 20
1872.			
100	H. McWilliams	do	450 00
100	H. McWilliams	do	2,000 00
100	H. McWilliams	do	87 30
205	J. H. Williams	do	200 00
1411	J. H. Williams	do	201 45
2000	H. McWilliams	do	200 00
2001	do	do	300 00
100	Edward H. Smith	Street	200 00
100	do	do	20 00
3392	Oliver & King	Sewer	500 00

Statement of expenditures by the board of public works on account of avenues, &c.—Continued.

Number of voucher.	To whom paid.	Kind of work.	Amount.
3435	Evans & Shea .....	Street .....	\$500 00
3719	Gray & King .....	Sewer .....	2,500 00
1873.			
272	Evans & Shea .....	Street .....	500 00
273	do .....	do .....	1,291 92
274	do .....	do .....	71 26
727	H. McGinniss .....	do .....	1,200 00
883	R. Rothwell .....	do .....	132 45
1486	Gray & King .....	Sewer .....	9,664 70
1487	do .....	do .....	579 30
1509	do .....	do .....	365 60
1511	H. Murray .....	Street .....	57 60
1823	do .....	do .....	607 58
2122 to 2128	Albert Gleason .....	do .....	7,253 00
2380	Evans Concrete Company .....	do .....	4,000 00
2439	do .....	do .....	3,000 00
2487	T. H. Williams .....	do .....	950 40
2988	P. Brennan .....	Sewer .....	3,943 88
3146	T. H. Williams .....	do .....	1,135 47
3245 to 3251	J. S. Baldwin .....	Street .....	6,816 00
3271 to 3272	Finegan & Nesdall .....	do .....	9,500 00
3477 to 3486	Evans Concrete Company .....	do .....	15,000 00
3658 to 3660	Riley & Clark .....	do .....	1,150 95
3706	James Reynolds .....	Sewer .....	951 00
3786 to 3788	Mohler & Waterman .....	Street .....	3,292 00
3966	T. H. Williams .....	do .....	3,922 02
4205 to 4210	J. S. Baldwin .....	do .....	25,318 92
4211	do .....	Sewer .....	40 00
4233	H. McGinniss .....	Street .....	1,603 29
4332-9	A. S. Richards .....	do .....	158 60
1874.			
173	Riley & Clark .....	do .....	86 70
182-7	Mohler & Waterman .....	do .....	2,780 80
431-4	L. S. Filbert .....	do .....	1,700 00
485-7	James Reynolds .....	do .....	800 00
638-9	Finegan & Nesdall .....	do .....	2,333 50
	Total .....		123,782 55
	SOUTH CAROLINA AVENUE.		
1871.			
1074	W. A. Fletcher .....	Street .....	497 57
1872.			
2685	W. E. Vermillion .....	do .....	1,000 00
2772	do .....	do .....	1,000 00
2917	do .....	do .....	500 00
3072	do .....	do .....	500 00
3408	do .....	do .....	350 00
3514	do .....	do .....	1,710 00
1873.			
550	do .....	do .....	500 00
1715-17	do .....	do .....	5,032 26
1807	do .....	do .....	79 42
	Total .....		11,169 25
	VERMONT AVENUE.		
1871.			
595	Thomas Lewis & Co. ....	Street .....	5,000 00
1872.			
8	E. Dubant .....	do .....	78 00
280	White & Brother .....	do .....	291 25
446	E. Dubant .....	do .....	18 00
599	P. Brennan .....	Sewer .....	900 00
1097	Thomas Lewis & Co. ....	Street .....	5,000 00
1145	John Chapman .....	Sewer .....	20 00
1304	Brennan & Schoyer .....	do .....	4,370 99
1305	do .....	do .....	22 80
1476	D. Hannan .....	do .....	67 62
1511	J. McKenzie .....	Street .....	104 00
1668	Thomas Lewis & Co. ....	do .....	5,000 00
1863	do .....	do .....	5,000 00
1872	E. Dubant .....	do .....	54 00
1922	J. McKenzie .....	do .....	108 00
2549	Thomas Lewis & Co. ....	do .....	10,715 82
3667	W. A. Hannan .....	do .....	16 10
1873.			
302	Thomas Lewis & Co. ....	do .....	2,235 93
1184	Brennan & Schoyer .....	Sewer .....	187 20
1155	P. Brennan .....	Street .....	43 00

Statement of expenditures by the board of public works on account of avenues, &c.—Continued.

Number of voucher.	To whom paid.	Kind of work.	Amount.
2371	L. S. Filbert.....	Street.....	\$2,388 61
2372	do.....	do.....	34,263 44
2381	do.....	do.....	899 77
2789	P. Brennan.....	Sewer.....	1,001 92
2787	do.....	Street.....	241 00
3632	F. McGowan.....	Sewer.....	89 50
3633	do.....	do.....	36 00
1874.			
530	L. S. Filbert.....	Street.....	3,498 13
	do.....	do.....	245 00
556 and 557	H. V. Colton.....	do.....	1,016 24
	Total.....		\$2,852 32
	VIRGINIA AVENUE.		
1874.			
1070	C. C. Scriber.....	Street.....	500 00
1872.			
43	do.....	do.....	500 00
563	do.....	do.....	2,138 50
1223	J. V. W. Vandenberg.....	do.....	500 00
1501	do.....	do.....	7,000 00
1857	do.....	do.....	12,000 00
2012	Albert Gleason.....	do.....	40 00
2238	J. V. W. Vandenberg.....	do.....	17,800 00
2572	do.....	do.....	2,480 00
2652	do.....	do.....	5,128 57
2818	do.....	do.....	2,503 00
2977	do.....	do.....	4,250 00
3226	do.....	do.....	1,091 01
3617	do.....	do.....	2,560 00
3752	do.....	Sewer.....	611 25
1873.			
1010	W. Buckley.....	do.....	1,121 73
2823	W. H. Adams.....	do.....	700 00
1874.			
341	Samuel C. Wroe.....	Street.....	2,088 11
	Total.....		70,509 17

## RECAPITULATION.

Connecticut avenue.....	\$171,175 35
Delaware avenue.....	24,743 36
Louisiana avenue.....	35,068 71
Maine avenue.....	24,006 13
Maryland avenue.....	197,322 25
Massachusetts avenue.....	196,046 31
Missouri avenue.....	24,502 11
New York avenue.....	269,674 51
New Hampshire avenue.....	129,160 43
New Jersey avenue.....	211,773 20
North Carolina avenue.....	31,790 63
Ohio avenue.....	13,969 07
Pennsylvania avenue.....	557,953 47
Rhode Island avenue.....	123,782 55
South Carolina avenue.....	11,160 25
Vermont avenue.....	82,852 32
Virginia avenue.....	70,509 17
Total.....	2,410,179 55

J. C. LAY,

Auditor Board of Public Works.



## THEODORE B. SAMO recalled :

*Circle at P and Nineteenth streets.*

The asphalt carriage-way, as measured by Mr. Blickensderfer, is 11,696 square yards.  
In the circle proper there are 6,775 square yards, being the mean circumference of the carriage-way multiplied by the width, 45 feet, and divided by 9.

The private property fronting on P-street circle is as follows:

Square No. 113 .....	36 $\frac{1}{2}$ feet.
Square No. 135 .....	43 $\frac{5}{12}$ feet.
Square No. 136 .....	128 $\frac{5}{12}$ feet.
Square No. 137 .....	36 $\frac{1}{2}$ feet.
Square No. 115 .....	43 $\frac{5}{12}$ feet.
Square No. 114 .....	128 $\frac{5}{12}$ feet.
Total .....	416 feet.

And the total carriage-way in front of private property is  $(416 \times 45 \div 9)$  2,080 square yards, of which  $\frac{1}{6}$  is chargeable to private property and the balance to the United States.  
And the total carriage-way chargeable to the United States is as follows:

	2,080 square yards,	
Less one-sixth,	346 $\frac{2}{3}$ square yards.....	1,733 $\frac{1}{3}$ yards.
Balance of carriage-way in circle $(6,775 - 2,080)$ .....		4,695 yards.
Balance of carriage-way $(11,696 - 6,775)$ 4,921 yards,		
Less one-sixth, 820 $\frac{1}{6}$ .....		4,100 $\frac{5}{6}$ yards.

Total carriage-way chargeable to the United States..... 10,529  $\frac{1}{6}$  yards.

And the estimate, using Mr. Blickensderfer's quantities, will be as follows :

Asphalt carriage-way,	10,529 $\frac{1}{6}$ square yards, at \$3.20.....	\$33,693 33
Wood carriage-way,	116 square yards.	
Less one-sixth,	19 $\frac{1}{3}$ square yards.	
	96 $\frac{2}{3}$ square yards, at \$3.50.....	338 33
Asphalt sidewalks,	1,837 square yards.	
Less one-sixth,	306 $\frac{1}{6}$ square yards.	
	1,530 $\frac{5}{6}$ square yards, at \$1.35.....	2,066 62
Brick sidewalks,	446 square yards.	
Less one-sixth,	74 $\frac{1}{3}$	
	371 $\frac{2}{3}$ square yards, at \$1.....	371 66
Flag sidewalks,	21,195 square yards, at \$1.25.....	26,493 75
Straight curb,	2,694 linear feet.	
Around the circle,	1,213 linear feet, at \$1.50.....	1,819 50
Balance of curb,	1,481 linear feet.	
Less one-sixth	246 $\frac{5}{6}$ .	
	1,234 $\frac{1}{6}$ linear feet, at \$1.50.....	1,851 25
Circular curb,	927 linear feet.	
Less one-sixth,	154 $\frac{2}{3}$ .	
	772 $\frac{2}{3}$ linear feet, at \$2.50.....	1,931 25
Sewers,	1,083 linear feet.	
Less one-sixth,	180 $\frac{1}{2}$ linear feet.	
	902 $\frac{1}{2}$ linear feet, at \$4.70.....	4,241 75
Parking,	136 square yards, at 50 cents.....	68 00
Grading.....		4,325 00
Total.....		77,200 64

Add for brick sidewalk, which was laid when I measured the work and which was taken up only a short time before Mr. Blickensderfer measured it .....	8429 50
Add for 1,213 linear feet of curb around the circle proper, estimated by Mr. Blickensderfer at \$1.50 per foot, proper price \$2.50 per foot, difference \$1.00 .....	1,213 00
Total .....	78,843 14
Charged to the United States .....	78,540 19
Balance due board .....	302 95

*Scott Square.*

Mr. Blickensderfer estimates of asphalt carriage way .....	7,612 square yards.	
Deduct .....	1,112 square yards inside of square.	
	6,500 square yards around the square.	
Less one-sixth .....	1,083 $\frac{2}{3}$ square yards.	
	5,416 $\frac{1}{3}$ square yards.	
	1,112	
Total .....	6,528 $\frac{1}{3}$ square yards at \$3.20 .....	\$20,890 66
Wood carriage way .....	2,221 square yards.	
Less one-sixth .....	370 $\frac{1}{6}$	
	1,850 $\frac{5}{6}$ at \$3.50 .....	6,477 91
Brick sidewalk .....	4,000 square yards.	
Of which .....	1,462 square yards adjoin the square.	
Leaving .....	2,538 on opposite sides.	
Less one-sixth .....	423	
	2,115	
	1,462	
Total .....	3,577 square yards at \$1 .....	3,577 00
Asphalt sidewalk .....	65 square yards.	
Less one-sixth .....	10	
	54 $\frac{1}{6}$ square yards at \$1.35 .....	73 12
Parking .....	1,869 square yards.	
Less one-sixth .....	311 $\frac{3}{8}$ square yards.	
	1,557 $\frac{1}{2}$ square yards, at 50 cents .....	778 75
Curbing .....	3,669 linear feet.	
Deduct .....	1,992 linear feet, in and around square.	
Leaving .....	1,677 linear feet, on opposite sides.	
Less one-sixth .....	279 $\frac{3}{8}$ linear feet.	
	1,397 $\frac{1}{2}$	
Add .....	1,992 linear feet.	
Total .....	3,389 $\frac{1}{2}$ linear feet, at \$1.50 .....	5,084 25
Sewers .....	1,402 linear feet.	
Less one-sixth .....	233 $\frac{3}{8}$ linear feet.	
	1,168 $\frac{1}{8}$ linear feet, at \$4.70 .....	5,491 16

Iron fences,	803 linear feet.	
Less one-sixth,	$133\frac{1}{6}$	
	<u>669<math>\frac{1}{6}</math> linear feet at \$3.50</u>	\$2,342 08
Grading		<u>2,250 00</u>
Total		46,964 93
Charged to United States		<u>49,042 90</u>
Excess		2,077 97

In estimating at Scott Square I estimated sewers on the four sides—one in each street. On the map furnished to Mr. Blickensderfer by the board engineer, no sewer is shown on the west side of the square. There is a sewer there, but it now appears that it was not built by the board of public works. I measured the sewers between the iron covers as they show at the surface of the street, and had no reason to suppose one of them was not built by the board.

Mr. Blickensderfer estimates the total length of sewers 1,402 feet; my measurement was 1,866 feet; difference, 464 feet, which will more than account for the excess of \$2,077.97.

*Rawlins Square.*

Mr. Blickensderfer's estimate of—		
Asphalt carriage-way,	3,211 square yards.	
Less one-sixth,	$535\frac{1}{6}$ square yards.	
	<u>2,675<math>\frac{5}{6}</math> square yards, at \$3.20</u>	\$8,562 66
Cobble-stone carriage-way,	3,098	
Less one-sixth,	$516\frac{2}{3}$	
	<u>2,581<math>\frac{4}{3}</math> square yards</u>	1,419 91
Brick sidewalk,	1,685 square yards, at \$1	1,685 00
Brick sidewalk,	1,870 square yards, at \$1	
Less one-sixth,	$311\frac{2}{3}$	
	<u>1,558<math>\frac{1}{3}</math> square yards, at \$1</u>	1,558 33
Asphalt sidewalk,	44 square yards.	
Less one-sixth,	$7\frac{1}{6}$ square yards.	
	<u>36<math>\frac{5}{6}</math> square yards, at \$1.35</u>	49 50
Straight curbing,	1,288 linear feet, at \$1.50	1,092 00
Straight curbing,	1,557 linear feet.	
Less one-sixth,	$259\frac{1}{2}$	
	<u>1,297<math>\frac{1}{2}</math> linear feet, at \$1.50</u>	1,946 25
Circular curbing,	59 feet.	
Less one-sixth,	$5\frac{2}{3}$	
	<u>49<math>\frac{1}{6}</math> linear feet, at \$2.50</u>	122 91
Parking,	1,172 square yards.	
Less one-sixth,	$195\frac{2}{3}$	
	<u>976<math>\frac{2}{3}</math> square yards, at 50 cents</u>	488 33
Sewers,	315 linear feet, at \$4.70	1,480 50
Sewers,	679 linear feet	
Less one-sixth,	$113\frac{1}{6}$	
	<u>565<math>\frac{5}{6}</math> linear feet, at \$4.70</u>	2,659 42



Wood fence, .....	671 linear feet	
Less one-sixth, .....	111 $\frac{1}{2}$	
	559 linear feet, at 30 cents.....	\$167 75
		22,072 56
Add wood pavement, omitted by Mr. Blickensderfer at intersection of E and Eighteenth street.....	97 square yards.	
Less one-sixth .....	16 $\frac{1}{2}$ square yards.	
	80 $\frac{1}{2}$ square yards at \$3.50.....	282 91
Add grading .....		1,712 00
Total .....		24,067 47
Charged to the United States .....		22,363 70
Balance due the board .....		1,703 77

To this amount should be added the value of the brick pavement which Mr. Blickensderfer states that he left out. (see page 2000 of testimony.) but he does not state how much. He gives two estimates of this square. The first, on page 1953, is \$22,210.31; the second, on page 2,001, is \$23,773.47; difference of \$1,563.16.

*New Hampshire avenue.*

I measured the grading done on New Hampshire avenue, on the ground, as near as I could, and also referred to the grade-book in Mr. Forsyth's office. I made the total amount of excavation and embankment,

149,184 cubic yards.	
Less one-third, .....	49,828 cubic yards.
99,656 cubic yards, at 40 cents.....	\$39,862 40

No haul is charged, for the reason that excavation and embankment were both included. I was informed by the board engineers that the embankments were made mostly from the excavation of other streets.

Mr. Blickensderfer estimates the total quantities in this avenue,

132,512 cubic yards.	
Less one-third.....	44,170 $\frac{2}{3}$ cubic yards.
88,341 $\frac{1}{3}$ cubic yards.	

In his estimate he does not include the embankment between Pennsylvania avenue and I street, and the embankment between Sixteenth street west, and the boundary.

The former I estimated .....	4,592 cubic yards.
The latter.....	1,715 cubic yards.

Total .....

6,307 cubic yards.

Mr. Blickensderfer stated that he had the benefit of profiles and cross-sections, with the exception of the excavation between I and H streets. I am informed by the board engineers, Messrs. Forsyth and Oertly, that these cross-sections were taken after a considerable portion of the work was done, especially on the principal embankment, between L and M street; and I am also informed by the paymaster of the board that a large amount of grading on this avenue was done by days' work. My estimate, being made without the original cross-sections, would include all the work ever done on either the embankments or excavations.

Mr. Blickensderfer admits that Mr. Barney gave him an estimate of the amount of filling done between L and M streets before the cross-sections were taken, and that he included that in his statement. It thus appears that for the heavy excavation between I and H streets, it is from 20 to 30 feet deep at H street; there were no cross-sections; and for the heaviest embankment, between L and M, the cross-sections were not taken till after considerable work had been done.

In regard to the excavation of Virginia avenue, I was informed by the engineers, Messrs. Forsyth and Oertly, that Virginia avenue had been cross-sectioned and the quantities accurately calculated. I therefore availed myself of the same, and adopted the result as given to me by Mr. Oertly, which is as follows:

Grading, 104,000 cubic yards, at 40 cents.....	\$41,600 00
Haul, 104,000 cubic yards, at 36 cents.....	37,440 00
Total .....	79,040 00
Less one-third .....	26,346 66
	52,693 34

G street, northwest, between Twenty-fourth and Twenty-sixth streets, I estimated the grading on the ground. It included the reservations formed by the intersection of Virginia avenue and New Hampshire avenues. I made the amounts as follows:

	Cubic yards.
Grading on G street.....	17,216
Grading on the reservations.....	16,593
Total .....	33,809
Which was charged as follows:	
Grading, 33,809 cubic yards, at 40 cents.....	\$13,523 60
Haul, 33,809 cubic yards, at 36 cents.....	12,171 24
	25,694 84
Less one-sixth.....	4,282 47
Paid by the United States .....	21,412 37

It now appears, from the investigations made of this locality by Mr. Blickensderfer, that the cross-sections of Virginia avenue include that portion of New Hampshire avenue between H and G streets and the reservations at the intersections of these avenues with G and Twenty-fifth streets. I was never informed of this till a few days ago, and I do not believe that either Mr. Oertly or Mr. Forsyth was aware of the fact. The result is that a part of New Hampshire avenue and the reservations have been estimated twice, and the total quantities of grading charged to the United States are as follows:

	Cubic yards.
Virginia avenue.....	104,000
G street and reservations.....	33,809
	137,809
	Cubic yards.
Less one-third of Virginia avenue.....	34,666 $\frac{2}{3}$
Less one-sixth of G street and reservations.....	5,634 $\frac{5}{6}$
	40,301 $\frac{1}{2}$
Charged to the United States .....	97,507 $\frac{1}{2}$

Mr. Blickensderfer's quantities are as follows:

	Cubic yards.
Virginia avenue.....	102,657
Deduct amount included in New Hampshire avenue.....	23,279
	97,378
Less one-third.....	26,459 $\frac{1}{3}$
	52,918 $\frac{2}{3}$
G street .....	12,402
Less one-sixth.....	2,067
	10,335
	63,253 $\frac{2}{3}$
Difference .....	34,253 $\frac{1}{2}$

In regard to the overcharge for sewers in G street, I measured the length as shown to me on the ground by the board of engineers. On the map given to Mr. Blickensderfer by the chief engineer of the board, it appears that the board built only 730 feet. The United States are charged with 2,066 linear feet, less one-sixth, 344  $\frac{2}{3}$ , making 1,721  $\frac{1}{2}$  linear feet, or an overcharge of 1,112  $\frac{1}{2}$  linear feet.

#### *Maryland avenue.*

I measured the grading of Maryland avenue from First street east to the Boundary, and I believe that I measured it correctly.

The amount of grading is 238,643 cubic yards. I also measured the grading at Stanton Place and made the amount 12,932 cubic yards, or a total of 251,575 cubic yards.

The amount charged to the United States is as follows:

Grading, 238,643 cubic yards, at 40 cents.....	\$95,475 20
Haul, 238,643 cubic yards, at 15 cents .....	35,796 45
Total .....	131,271 65
Less one-third.....	43,757 21
	87,514 44

Grading, 688 cubic yards, at 30 cents.....	\$206 40	
Less one-sixth .....	34 40	
		\$172 00
Grading, 12,244, at 30 cents.....		3,672 20
Total charged to United States.....		91,359 64

Mr. Blickensderfer states that the amount charged to the United States is 257,785 cubic yards, (see pages 1970 and 2002 of testimony,) and 3,177 yards of rock, at 70 cents, less one-third, making total charge to the United States \$92,830.23.

The total amount of grading charged to the United States is 251,575 cubic yards, less 79,662 cubic yards, leaving 171,912 cubic yards, and not 257,785 cubic yards, as stated by Mr. Blickensderfer. Rock excavation does not appear in any part of my estimates, and I have neither measured, estimated, nor charged for any, and it would puzzle Mr. Blickensderfer to point out, either in my estimates or in the Governor's Answer, this item of 3,177 yards of rock at 70 cents, two-thirds of which he states has been charged to the United States.

He has evidently got the contractors' estimates and the United States estimates mixed, and his testimony as printed is the first and only place where I have seen this item of rock excavation.

In measuring the grading of Maryland avenue I took the sides of the avenue as I found them. I had neither profile nor cross-sections, and I am informed by Mr. Gleason, the contractor, that he did a large amount of grading before the cross-sections were taken.

My measurement of this avenue includes whatever excavation was done before the cross-sections were taken, whether done by the board of public works or the old corporation of Washington, and I believe it is correct.

In regard to the reservation at O and Twentieth streets and New Hampshire avenue, Mr. Blickensderfer does not give the details of his measurement. On page 1398 of his testimony he states that the overcharge to the Government is \$257.99 after deducting \$714.67, and that taking the same basis that they (the engineers) have the difference is \$453.23.

The measurements and estimates of work done opposite and around Government property and Government reservations, were made by me in consequence of the following acts of Congress:

First. "To enable the Secretary of the Interior to pay the expenditures made by the board of public works of the District of Columbia for paving roadway, and curbing, and paving sidewalks, grading, sewerage, and other improvements upon and adjoining the property of the United States in the District of Columbia, \$1,241,920.92." (See Laws of Forty-second Congress, 3d session, 1873; ch. 18, p. 405.)

Second. "To reimburse the board of public works for work done around Government reservations, not heretofore paid, \$106,533.00."

Third. "To complete the improvements of streets and avenues now in progress opposite and around Government property, \$913,497.26." (See Laws of Forty-second Congress, 3d session, 1873; ch. 227, pp. 526 and 527.)

Neither of these laws states that one-sixth or any other proportion shall be deducted, but before I commenced making the measurements the precedent had been established of deducting one-sixth of the cost of improvements pertaining to private property opposite Government property.

Mr. Forsyth and I accompanied Mr. Blickensderfer when his assistants made their measurements at "F" street circle, reservation at O and Twentieth streets, Scott Square and Rawlins Square, and at my request Mr. Forsyth explained to him fully the method of measuring that had been established; stating that we measured all the improvements within the building lines, and charged to the United States all the sidewalks, curbing, and other improvements in front of government property, and five-sixths of the sidewalks, curbing, carriage-way, and other improvements in front of private property. There was no disposition on the part of Mr. Forsyth to withhold information or to conceal anything. He offered Mr. Blickensderfer the exclusive use of a room in his offices at the City Hall, and told him he could have access to every map, estimate, and paper of whatsoever nature in his possession. He gave him a complete set of maps of the entire city, and a printed table showing the width of every street and avenue. He also tendered to him the use of his two horses and carriage.

Neither of us was with Mr. Blickensderfer when he estimated New Hampshire, Virginia, and Maryland avenues, for the reason that he did not notify us, though his assistant, Mr. Elmore, promised me the day he finished the measurements of Rawlins Square, that if he measured any more work he would give me due notice so that I could be present, and I understood that it was the decision of the committee that General Babcock should have the privilege of having his engineer present on any work that was to be measured or examined by Mr. Blickensderfer.

General Babcock was at Scott Square the day Mr. Elmore was taking measurements



for Mr. Blickensderfer, and General Babcock, in presence of Mr. Blickensderfer, directed me to give Mr. Blickensderfer all the information and assistance in my power, and he told Mr. Blickensderfer that any information he wanted he had only to ask for and it would be cheerfully furnished.

Mr. Blickensderfer told me that he would, before submitting the results of his measurements and calculations to the committee, let me see them. I called upon him a number of times; the last time I told him I had called at the request of General Babcock, (it was the same day that the general called.) He then showed me the cross-sections of Virginia avenue and G street, and the result of his calculations of the excavation of New Hampshire avenue, Virginia avenue, and G street, but did not show me his calculations of any other work whatever.

THEODORE B. SAMO.

By the CHAIRMAN :

Q. You measured all this Government work, did you not?—A. No; there was one measurement made before I measured. That was the first measurement made in 1872, before this \$1,240,000 was appropriated.

Q. Who made that?—A. By an assistant engineer on the Washington Aqueduct, named Mr. Aldrich.

Q. What instructions did General Babcock give you with reference to these measurements?—A. To make them accurately, and to be as careful and particular as possible.

Mr. MATTINGLY. Will the committee allow this testimony of Mr. Oertly's, as to Mr. Rives's testimony, to be printed?

Mr. CHRISTY. We should object to that, Mr. Chairman. Mr. Oertly had better be here.

Mr. MATTINGLY. He will be here on Monday. I desire to get it in print so that Mr. Rives should have an opportunity to examine it. He desires that it should go in.

Mr. CHRISTY. If Mr. Oertly will attend for the purpose of being interrogated in regard to it I have no objection to it.

[The statement of Mr. Oertly is as follows:]

*New York avenue.*

Mr. Rives presents, on pages 2024, 2025, 2026, and 2027, various figures on this avenue. The results of the same sum up as follows:

1, page 2026. That the Government paid \$118,215.30 for the avenue from Ninth to Fifteenth street.

2, page 2027. That the Government paid \$135,519.84, or \$14,047.96 more than the entire cost of the street, which he states at \$121,471.84. To this may be added his former statement:

3, page 1307. That the Government overpaid on this avenue \$11,862.24.

Now, Mr. Rives's statement of what the board did receive for New York avenue, between Ninth and Fifteenth streets, is incorrect. It is clearly enough stated in the Governor's Answer, pages 413 and 414. The measurement (413) of the avenue from Ninth to Fifteenth streets foots up \$137,572.80. From this is deducted, (so as to separate the portions of the street on which five-sixths or six-sixths was to be paid,) page 414—

a. Reservation at Gurley's church. Total amount of reservation, \$7,989, of which is chargeable to avenue.....	\$5,717 70
b. Reservation at Twelfth street, Total amount of reservation \$11,141.75, of which chargeable to avenue.....	8,471 35
c. Reservation at Tenth street.....	750 40
d. Reservation at Tenth street. Total of reservation \$19,146, of which chargeable to avenue.....	7,000 00

The reservation at New York avenue, Thirteenth and H streets, has no frontage on the avenue.

Total of avenue .....	21,939 45
	137,572 80
	115,633 35

From this one-third is deducted (414).....	83,544 45
Amount paid by Government on the avenue, on those portions bordering on private property entirely.....	77,088 90
Amount paid by the Government on the avenue, on portions bordering on reservations (the above).....	21,939 45
Total amount paid by the Government .....	99,028 35
Total cost of avenue to board (see table 24, 1872).....	121,471 84

Mr. Rives (page 2025) refers to the fact that, in the above table of 1872, the Government was only charged on this avenue with \$14,939.45, and that such amount was sent to the president as the true amount; also, that I prepared that table, which is incorrect.

Mr. Rives forgets that the law making appropriation for avenues, passed March 3, 1873. In 1872, when the assessment-sheet (table 24) was prepared, and when no knowledge could be had of the passage of the act of March 3, 1873, the Government was credited with \$17,210.65, and not \$14,939.45.

*Pennsylvania avenue.*

Pages 2023, 2025, 2026, also 1307, 2028.

I am unable to state the results of Mr. Rives's figures on this avenue. Page 1307, he states that the Government overpaid \$57,248.96. In my statement, pages 1672-73, I said that the Government did not overpay, but that there was a balance actually due on the avenue of \$1,136.39. I presented in that statement the only true method to arrive at correct and satisfactory results, the entire expenditures for the work then being known. Mr. Rives does not find fault with the method, but points out the following mistakes, as he terms them:

1. Page 2028, "And again (Oertly) he has charged, if you will examine that table, take for instance, page 1672, north of Fifteenth street, six-tenths of an inch—39 feet. That is one of those Government spaces, what they call such. Now, that is entirely covered by a wood pavement."

The space referred to is north of square 15, and not Fifteenth street, and is not covered by a wood pavement. Mr. Rives will find brick footwalks all around it, and the center parked, if he will take the trouble to inspect the locality.

2. Page 2027, Mr. Rives says, "On Pennsylvania avenue, for instance, in the testimony, page 1673, he has got 5,937 feet of private property. The total amount of private property is 6,031 feet 9 inches."

My statement was derived from the assessment-table (table 24, 1872) and page 156 of the Board Report for 1873, and the latter are undoubtedly correct.

The difference occurs in square west of square 14 and square north of square 4. If Mr. Rives will measure the frontage of those squares, as the same now are, he will find that the lengths given in table 12, 1875, viz: square north of square 4, 236 feet 2 inches; square west of square 14, 178 feet 3 inches, are the lengths from Twenty-sixth street west to the Aqueduct Bridge abutments. The balance of the squares was absorbed by the United States bridge and its abutments, and certainly cannot be assessed for street-improvements to which the property has no access.

Mr. Rives also states in this connection that on New York avenue I left out the square west of Fourteenth street. This is positively incorrect. I give the same distance as given in assessment-sheet 24 of 1872, and if Mr. Rives will refer to that he will find the length of square 222 given at 405 feet 2 inches, and of square 223 at 405 feet 3 inches. Both squares are west of Fourteenth street.

*Connecticut avenue.*

The error of Mr. Rives in connection with this avenue is, that he bases all his figures on the assumption that the whole cost of the street was \$110,575.43. This figure is given, (Board Report, 1873, page 84,) but not as the whole cost of the street. It was a partial assessment.

The whole cost of the street, as given to me by the auditor, is \$184,773.52, and my statement, page 1675, is correct.

Page 2028, Mr. Rives states that I deducted only \$25,451.20 from this avenue for P-street circle, whereas  $\frac{2}{3}$  of the concrete alone of that reservation was charged with \$29,000. —(Page 26, Governor's Answer.) But Mr. Rives forgets that the charge, page 405, includes P street and Massachusetts avenue to Twentieth street, that is, opposite to the triangular reservation west of the P-street circle. In my statement I could only deduct so much of the P-street circle as the auditor had charged to and included in his statement of the cost of Connecticut avenue, it would have been wrong to deduct more.

*Massachusetts avenue and Vermont avenue.*

Mr. Rives, page 2024 does not refer to my statement of those avenues—pages 1673, 1674, and 1675.

He merely refers to errors in single items, whereas I have shown, conclusively, that despite these errors, there is clearly a balance due on Massachusetts avenue of \$53,016.47, and on Vermont avenue \$1,476.35.

*Twelfth street, southwest.*

Mr. Rives, page 2024, says that \$12,929.03 was charged to private property for sewer, whereas the Government paid \$7,050 of the same. This is incorrect—the \$12,929.03 is entirely for sewer between B street south and Potomac River, and B street north and Pennsylvania avenue, whereas the charge to the Government is for sewer across the Mall.

*Market space.*

The assessments, as per Table 10 of Board Report, 1872, were prepared long before any appropriation was made for the reservations abutting on Market space. The property-holders, as he states, ought to, and undoubtedly will, receive their just drawbacks.

Mr. Rives refers to overcharges on sewers on Seventeenth street, (page 2023,) city hall reservation, (2024.) The overcharges are all in consequence of the assumed average price, \$4.70 per linear foot, with regard to which I respectfully refer to my sewer statement, (1169, 1170, 1171,) which shows that there is still a balance due to the board on sewer account, and which statement is correct.

B. OERTLY.

THOMAS D. WINTER recalled at his own request.

The WITNESS. I would like to make a little correction before the committee adjourns. Mr. Barney has called my attention to the fact that I stated that it was for sodding done that he gave that account. I should have said for sodding to be done.

The committee adjourned to 10 o'clock a. m., Monday, 25th instant.

MONDAY, May 25, 1874.

Committee met at 11 a. m., pursuant to adjournment.

JOB W. ANGUS having been sworn, testified as follows:

By Mr. WILSON:

Question. Where do you reside?—Answer. In Washington City.

Q. How long have you resided here?—A. For twenty-five years, with the exception of the last two years; for two and a half years I have been in Chicago.

Q. What official position have you held, if any, in the District of Columbia?—A. I was assistant commissioner of the public buildings under B. B. French.

Q. For what length of time?—A. I think nearly six years.

Q. State if you know whether during that time any work was done by the United States on any of the avenues of this city; and if so, on what avenues, and how it was paid for.—A. There were appropriations passed every year while I was with Major French for repairing and fixing the avenues—repairing of the pavements, grading, laying, flagging, &c. I paved Pennsylvania avenue, repaired it its whole length, for that number of years. I laid new flagging from the President's House to the Capitol, or from Fifteenth street to the Capitol, on both sides of the avenue, the last year I was with B. B. French.

Q. Did you do any work on any of the other avenues?—A. I did a great deal of work on Virginia avenue.



Q. What kind of work did you do there?—A. Mostly grading; cutting down and filling from the navy-yard to Fourth-and-a-half street and Seventh street, along in that section.

Q. Any other avenues?—A. I did some little grading on Maryland avenue; not much, however. I did a considerable on South Carolina avenue, where it intersects with Virginia avenue. All I did was grading on Virginia and Maryland and South Carolina avenues, and cutting and filling, under B. B. French.

Q. Did you do any other work on any other avenues than those you have mentioned?—A. I believe not, sir.

Q. How was this work paid for that was done by you?—A. It was done by estimates every month or every week. I signed the bills as correct, and they were paid, by Major French's approval, by the clerk of his committee.

Q. They were paid out of Government money?—A. Yes, sir. I paved the sidewalks on the avenues. That is all the paying I did. I flagged both sides of the avenue from the Capitol to Fifteenth street.

By the CHAIRMAN:

Q. Did you put any foot-ways across the street?—A. Yes, sir; that is all I did—no pavement, just crossings.

Q. Did you do this every year that you were assistant superintendent of buildings and grounds?—A. No, sir; not every year.

Q. How many years?—A. Whenever they were out of repair I repaired them. The last year I took them all up and put entirely new ones down.

Q. When did you cease to act as assistant superintendent of public buildings and grounds?—A. The year that they abolished the office of commissioner of public buildings and put General Humphreys, or rather General Michler in charge. The office was abandoned.

Q. What year was that?—A. I do not know the date. The records will tell that.

Q. Do not you remember when you ceased work in this city?—A. No, sir; I cannot say without looking at my books. It was the second year of Andrew Johnson's administration, I think.

Q. That would be about 1867?—A. It was somewhere along in 1867.

Q. You say that you did this for two years?—A. Five years.

Q. You did work every year for five years?—A. Yes, sir.

Q. In pursuance of appropriations made by law?—A. Yes, sir.

Q. Do you know the amount of those appropriations?—A. I do not.

Q. Do you know whether you expended them?—A. Yes, sir; they were all expended.

Q. They were all expended?—A. Some years there was \$5,000; I think the last year there was eight or nine, or maybe \$10,000, but the commissioner's office will have that all in: the report, bills, and vouchers are there.

Q. Then while you were assistant superintendent of public buildings and grounds, you spent upon avenues and sidewalks whatever appropriations were made by Congress for the purpose?—A. Yes, sir.

By Mr. CHURTY:

Q. Have you ever been interested in any matters connected with the improvements of the city since the organization of the present District government?—A. No, sir.

Q. None whatever?—A. No, sir.

Q. You had no connection with any of these matters?—A. No, sir.

By Mr. STANTON :

Q. You have not been residing here for some time ?—A. Not for two and a half years.

By Mr. CHRISTY :

Q. Were you here in the latter part of 1871 ?—A. Yes, sir.

Q. Did you have any conversation with John O. Evans, Hallet Kilbourn, or William S. Huntington, in regard to the formation of a combination or ring to lay pavements under the board of public works ?—A. I had none with Mr. Kilbourn, and not any with Mr. Evans. I had a little conversation with William S. Huntington.

Q. Did you have any with any other person on that subject ?—A. No, sir ; not in relation to that matter.

Q. Were you one of the bidders on the 1st of September ?—A. Yes, sir ; before the board of public works came into power.

Q. I mean on the 1st of September ; that was after they came into power, and it was the proposed letting of contracts ?—A. No, sir ; when I bid it was under the commission of Michler, the Secretary of the Interior, and the mayor of Washington.

Q. Did you meet any other persons beside Mr. Huntington on the subject of this combination ?—A. No, sir.

Q. You spoke to no one else ?—A. No, sir ; my dealings were all with Mr. Huntington.

Q. Did Mr. Huntington explain to you the existence of a combination at that time ?—A. Yes, sir.

The CHAIRMAN. You need not state what Mr. Huntington told you.

Mr. CHRISTY. He says Mr. Huntington did explain to him there was a combination.

The CHAIRMAN. I say that he need not say what Mr. Huntington said.

Mr. CHRISTY. Well, I desire to be heard on that subject.

Mr. HAMILTON. It is a subject which has been pretty well ventilated, has it not ? We cannot take time to go back into it. It seems to me, Mr. Christy, you ought to have exhausted the subject while we were upon it.

Mr. CHRISTY. There has been testimony, I take it, offered upon both sides, and there has been no very strict adherence to rules.

Mr. HAMILTON. We want to wind this examination up some time. We do not want to continue it all summer.

Mr. CHRISTY. I desire to show, if I can, an admission made by Mr. Huntington as against his co-conspirators.

The CHAIRMAN. We cannot permit that ; you can see that he could not bind anybody but himself.

Mr. CHRISTY. But if we can prove the existence of a conspiracy we may prove the acts and declarations of each.

The CHAIRMAN. For myself I only speak now, and I doubt the propriety of that.

Mr. STANTON. And Mr. Huntington is dead also.

Mr. CHRISTY. Well, that is not material, I presume ; we will not, however, press it.

By the CHAIRMAN, (to witness :

Q. Have you any papers, letters, or documents of any kind on that subject ?—A. From Mr. Huntington ?

Q. Well, from anybody ?—A. I had two letters in relation to the matter from Mr. Huntington, but I have but one of them now.

Q. Have you it with you ?—A. No, sir ; I have not.

By Mr. WILSON :

Q. Where is it ?—A. One letter that I presume I got from him, I think, is home among my papers. I have not seen it for the last year or eighteen months. The other one I had I gave to a friend of mine concerned with me in the bidding. He had also one or two, and I gave him my letter. He was Mr. Spicer. I do not know where he is. I heard that he was in New York. I have not seen him for two years or better.

Q. Who were those papers from ?—A. Mr. Huntington.

Q. Have you any other papers than those to which you refer ?—A. Not from that source ; not from Mr. Huntington.

Q. Have you from anybody ?—A. I got a letter sent to me a short time ago from Chicago in relation to a private matter.

Q. I am not speaking about what individuals may have written to you recently. I am speaking of papers pertaining to the transactions to which your attention was called awhile ago ?—A. None, whatever, except those two letters.

Q. That is all you have ?—A. That is all I have.

Q. And you have not either of them here now ?—A. No, sir.

Q. And only one of them is in your possession ?—A. That is all, sir.

By Mr. MATTINGLY :

Q. Do those letters relate to the subject-matter of your bid ?—A. To the subject of laying the pavement, which was done by that committee of three.

Q. Relating to the laying of wood pavements on Pennsylvania avenue, under that commission, before the board of public works was organized, and your conversations ?—A. Yes, sir.

The CHAIRMAN. These two letters were written before the organization of the board ?—A. Yes, sir.

Mr. STANTON. And the conversations also, he says.

THEODORE B. SAMO recalled.

By Mr. WILSON :

Q. Do you desire to make any change in your testimony given formerly as to the manner in which you made the measurement on which the money was paid by the Government ?—A. Not that I know of, sir.

Q. The statement that you formerly gave to the committee as to the mode in which you made these measurements is as you desire it to remain ?—A. Yes, sir ; I think so.

Q. I have not had time to read your statement which you read to the committee last Saturday, but if I understood it you seemed to take some exceptions to the manner in which you were treated by Mr. Blickensderfer, and I desire to ask you the question now whether he did or did not, after he had made his measurements, walk over the ground with you with the papers in hand and ask you to point out or explain to him how you arrived at the quantities you had measured against the Government.—A. He did not, with the single exception of New Hampshire avenue.

Q. Did he go over that avenue with you ?—A. He went over the northern part of New Hampshire avenue with me.

Q. What distance over it did he go ?—A. From P-street circle to the boundary, and, I believe, from P-street circle to Pennsylvania avenue. I do not think we walked the whole distance of Pennsylvania avenue, but part of the distance between Pennsylvania avenue and P-street circle.



Q. Did you explain to him how you arrived at all the quantities you had put down over that portion of the avenue?—A. I did.

Q. You explained that all to him?—A. Yes, sir.

Q. Are we to understand from the statement which you make that the Government has in no case been overcharged as stated by Mr. Blickensderfer?—A. No; you are not so to understand.

Q. What are we to understand in regard to it?—A. Virginia avenue and New Hampshire avenue, where the streets cross, there is certainly an overcharge; also in G street.

Q. Is there any other place where there is an overcharge?—A. At Scott Square.

Q. Any other place?—A. Not that I have examined.

Q. Those you say were overcharges, and that the Government has been overcharged at those places, and you differ with Mr. Blickensderfer in reference to the balance of it?—A. Yes, sir; that is, those that he has referred to in his testimony.

Q. Can you tell how it happened that before any appropriation was made, or any direction was given by Congress to measure this work, you were sent out to measure it?—A. I can.

Q. What is it?—A. I was ordered to measure it by General Babcock.

Q. That is the only explanation you have to give?—A. No; the explanation is this: This appropriation, as I understand it, of \$1,240,000 was pending in Congress, had passed the House, and I believe had passed the Senate with an amendment, and pending this amendment the two Houses adjourned. It was believed that the appropriation would pass, and Governor Shepherd requested General Babcock to have the measurements made, so as to be done and ready as soon as the appropriation passed; therefore I commenced the measurement under General Babcock's orders the 23d of December, 1872, and completed them. I am speaking from memory of these dates now—the 10th of January, 1873.

Q. It was for the purpose of having the measurement ready to get the money as soon as the appropriation was passed?—A. Undoubtedly.

Q. Turn to page 9 of the report of 1873, if you please. When you were on the stand before I called your attention, you will perhaps remember, to your letter given on page 9 of that report, and which seems to be in answer to a letter of General Babcock to you; was what you did, which you refer to in that letter, also in anticipation of and for the purpose of procuring an appropriation, or do you know what the purpose was?—A. I will tell you what the intention was: Governor Shepherd wrote a letter to General Babcock to detail an engineer for the purpose of estimating the amount of work that had been done since the last appropriation had been expended. General Babcock detailed me to do this work. This was in November last. I commenced making these measurements, but found that there was not going to be time to make a proper measurement in time for the governor's annual report. I told General Babcock so, and suggested to him that we take from the vouchers of the board the amount that had been expended on this Government work since the last estimates had been made. General Babcock acceded to it with this proviso, which I was to state to the governor, that in case Congress should make an appropriation on this estimate that he was to send in, that he would reserve the right to remeasure the entire work. Acting on that, either myself or General Babcock wrote to the governor—I think I wrote a letter and General Babcock signed it—to furnish us with certified copies of the vouchers in the office of the board of public works pertaining to this work, showing the amount expended. These vouchers were fur-

nished to me—the identical vouchers presented here Saturday—and on them and other vouchers I based this estimate, together with the few measurements I had made in the month of November.

Q. Now, you say in this letter of yours that “the estimates of work done by the board of public works are based partly upon actual measurements and partly on estimates made by the engineers of the board. Copies of the latter, showing the various items of the work in detail certified to by the chief engineer of the board, with the amount appropriated by Congress deducted, are herewith submitted.” What actual measurements did you make?—A. Work around Rawlins Square.

Q. That had long before been estimated upon?—A. It enters into this statement.

Q. For what reason?—A. Because there was a deduction made—a correction made.

Q. What other work did you actually measure?—A. I would have to bring my book. I had that book here Saturday and took it back, and forgot to bring it this morning. If you wish it I will deliver it to you. I would not like to say from memory the particular streets that I measured.

Q. I notice in all this appendix none of your actual measurements are submitted in this letter. In fact you stated in that letter that copies of the estimates made by the engineers of the board are submitted, but your own measurements are not submitted.—A. No, sir; that was simply my field-book of the measurements. They were very few, and I did not send it to General Babcock. He understood it, however, thoroughly. Practically these estimates are based upon estimates of the board of engineers.

Q. You do not pretend, if I understand you, to say that these estimates that are made by the board of engineers are correct estimates? You do not intend by your letter there to verify those measurements?—A. No, sir; neither do I intend to say they are not correct.

Q. No, of course not. In other words you do not commit yourself one way or the other in regard to it?—A. Just so; and that was the way I explained it to General Babcock, and he so understood it.

Q. In other words, when these tables that are presented here in connection with your letter come here to this committee, they do not come here with any indorsement of yours as to their being correct or incorrect?—A. Practically not.

Q. You simply hand them here to the committee as they were handed to you, and you have applied no test to determine whether they are correct or incorrect?—A. No test of actual measurement with the exception of these few streets that I did actually measure.

Q. Are they embraced in this table?—A. No, they are not embraced in detail there.

Q. You do not submit them with your letter?—A. No, sir.

Q. And it was because you had made no measurements yourself that you recommended that after appropriations had been made, if any were made, the work should be remeasured before there was any payment made or any final settlement?—A. Partly for that reason, but principally because I had never made a final measurement for any of this work, except Rawlins Square. I wanted an opportunity to remeasure all the work that I have ever measured here before making any additional payments.

Q. Who furnished you with these tables, &c., that are submitted with your letter?—A. Those that I submitted to General Babcock, do you mean?

Q. Yes.—A. My memory of that is that I went to the board of engineer's office, to Mr. Cluss. Mr. Cluss was examining these vouchers and signing them. When he got through he transmitted them with a letter to the vice-president of the board—I am speaking entirely from memory on that point—and the vice-president of the board gave them to me.

Q. That is all that you know in regard to them, is it?—A. Practically, that is all.

Q. Now, if you will turn to page 20 of that report you will see there an account aggregating \$573,171.75; that is for work done at various places. Do you know whether that is correct or not?—A. I believe it is a correct transcript. I have not really compared this with the manuscript.

Q. But do you know anything about whether the work has really been done which amounts to that amount of money; whether those things are correct or not?—A. Not from actual measurement; no, sir. I know that all this work has been done around the Capitol here since my last measurement, but I could not certify, of course, as to the exact amount. For instance, it mentions \$283,000 for the work around the Capitol. That I have not remeasured yet.

Q. Then I find a number of tables here of the areas of Government reservations, streets, avenues, values, &c., that seem to have been prepared by Mr. Forsyth, surveyor of the District of Columbia. Do you know anything about the correctness of that?—A. No, sir.

Q. You have never tested that in any way to know whether it is accurate?—A. No, sir; that is not a table of mine.

Q. I understand none of these are tables of yours?—A. I think this estimate is copied from what I sent to General Babcock. I presume that is a copy of it. I have never compared it, however.

Q. Now, here, on page 32 there is a tabular statement which purports to show that there is \$1,056,574.36 due from the United States Government. From whom did you get that table, if you got it at all?—A. I got it from the board engineers, I believe.

Q. Do you recollect who gave you that table?—A. I could not say which one of them did now, positively.

Q. Was it made up by Mr. Oertly, do you think?—A. Mr. Oertly had something to do with it, I believe. I think this was one of the papers that accompanied those vouchers.

Q. Do you know how he made it up—the manner in which it was done?—A. I cannot remember now.

Q. Did you make any measurement of date of March 26th, 1873? You will find in that table a measurement of March 26, 1873.—A. Yes, sir.

Q. Did you make a measurement of that date?—A. I cannot say as to the date precisely; I would have to refer to my memorandum.

Q. I have never been able to find any such one, and if you have one I would like to see it. I spoke to the governor about that sometime ago.—A. I see, following it out, it is Pennsylvania avenue. Yes, sir, I made that measurement.

Q. When was that made?—A. I think this date is correct; the estimate does not appear in the Governor's Answer, does it?

Mr. WILSON. No, sir; I cannot find it.

The WITNESS. Well, it was left out either by the Treasury Department or by the Public Printer; the measurement and estimate were made of the amount of work done on Pennsylvania avenue, from the Capitol to the Treasury—made by me, and I believe was paid for by the United States.



Q. It has been paid for by the United States?—A. Yes, sir.

Mr. WILSON. I have never been able to find that measurement, and I would like to have it brought before the committee.

The WITNESS. The estimate has no doubt been left out accidentally from the estimates, because there was another left out which I had to go to the Treasury Department myself and have supplied, and if I had noticed this was left out I would have had it supplied.

Q. You will find further down that that applies also to Louisiana and Indiana avenues?—A. They are all in one estimate.

Q. They are all in one estimate, and all have been paid for?—A. I believe they have. I will furnish you a copy if you want it.

Q. I do not know how it happened, but at the outset of the examination I asked the Treasury Department, and that I did not get.—A. Well, it took me sometime to get the one I tried to get from the Treasury.

Q. Now, here is a measurement, March 14, 1873, likewise applicable to Pennsylvania avenue. Can you tell me where that can be found? There seems to be two measurements of March 14, 1873.—A. I cannot explain that now from memory.

Q. What do you know in regard to this additional work that is in the next column of that table?—A. That was from the statement prepared by Messrs. Forsyth and Oertly.

Q. Do you know what that has reference to; what that additional work means; when it was performed?—A. It means work performed since I made the measurements on which the Government paid.

Q. That is what that refers to?—A. I think so.

Q. Are you aware of the fact, or have you ever noticed whether in the first column and the second column work done by the District prior to the board, a measurement March 14, 1873, embraced the same thing?—A. No, sir. I do not believe I ever looked at those tables before—that is, in print.

Q. Did you examine it and scrutinize it when you sent it to General Babcock with a view to ascertaining its accuracy?—A. If this is the table, I certainly did, with the exception of this old work done by the corporation which was compiled from old vouchers: that I did not examine or pay any attention to. I took that statement just as it was made out and given.

Q. Now take the Governor's Answer and look at page 411; did you make the measurement on which that voucher is predicated; that is the voucher drawing \$1,000,000 appropriation?—A. Yes, sir.

Q. You made those measurements. Now do you remember whether in making those measurements you embraced in them the work that had been done by the old corporation, or whether you simply embraced the work done by the board of public works?—A. Intentionally I have never embraced any work done by the old corporation.

Q. Who was with you at the time you made that measurement?—A. Mr. Forsyth and Mr. Oertly, I believe.

Q. In what way did you make that measurement?—A. By going into the street.

Q. What kind of data had you with which to make it? Did you have any cross-sections?—A. No, sir; I have never had any cross sections of any street.

Q. How were you enabled, then, to get at the quantity? For instance, you will find 6,238 cubic yards of grading. How were you enabled to get at the quantity on Louisiana avenue, for example? I only give you that as a specimen. Also, 6,238 cubic yards of haul and 6,319 cubic

yards of grading, and 6,319 cubic yards of haul. How did you get at those quantities without any cross-sections, or anything of that kind, by which to guide you?—A. I had to rely on such information as I could get in that case, the work as it shows on the ground, and the vouchers that they had paid contractors for a similar amount.

Q. Which did you place the most reliance upon; the voucher that they had paid contractors, or the indications that you would find upon the ground?—A. Well, in this particular instance, I placed more reliance on the vouchers, because it was impossible to measure the grading accurately.

Q. It was impossible for you to get at it accurately?—A. Yes, sir.

Q. Did Mr. Forsyth and Mr. Oertly, or either of them, call your attention to the fact that that embraced the old work, the work that had been done by the old corporation?—A. No, sir.

Q. You were in ignorance of that fact?—A. Yes, sir.

Q. You knew nothing about it?—A. Nothing.

Q. Now, if you will take that table on page 32, report of 1873. I desire to call your attention to it, because there is a matter in connection with this now, that when the governor was on the stand he said he was unable to explain, and if there is any way of explaining it, I desire to get at the truth in regard to it. You may now take, for example, New Jersey avenue. Now look at that table, page 413 of the Governor's Answer, and you will find it is charged up there \$38,226; and it is the same in the table-measurement of March 14, 1873. Take Louisiana avenue. You will find it is charged up there \$14,296.73; that corresponds. We have looked through the whole of that, and they are substantially the same all the way through. If you will look through the whole you will find that the measurement of March 14, 1873, corresponds with this voucher which you find on page 411 of the Governor's Answer. I understand you to say that you do not know anything about this embracing work done by the old corporation?—A. Not when I measured it, I did not. I have heard since that, where I measured, grading all over the ground, I have embraced whatever has been done.

Q. Either by the old corporation or by the government?—A. Yes, sir.

Q. Has it been so explained to you by Messrs. Oertly and Forsyth, that those measurements embraced the old work?—A. Recently.

Q. They have recently explained that to you in some cases?—A. Yes, sir.

Q. So that this tabular statement presented with your answer, if that is true, ought not to contain this first column, ought it?—A. Understand me. The old work is simply where it is grading; it is only grading.

Q. But you see you have it in the second column. The paving, as a matter of course, was not old work, because this paving and putting them down has been done by the board; but the grading—take, for example, Louisiana avenue; there is that large amount of grading on that avenue, and that embraces the old grading, the grading done by the old corporation, that is embraced in the second column of this table?—A. Yes, sir.

Q. Very well; then it ought not to be in that column, ought it?—A. The amount that has been measured of old grading should undoubtedly be deducted from the first column.

Q. Then, to that extent at least, this table is inaccurate, is it not?—A. To the amount of the old grading estimated.

Q. Whatever that may be?—A. Yes, sir; to make this first column correct, it should be deducted.

Q. What that is I presume you are unable to state to the committee ?—  
A. I am unable to state.

Q. You say in this letter that the work done by the old corporation is copied entirely from the records of the board ?—A. Certainly.

Q. Who copied that for you ?—A. It was prepared by Messrs. Forsyth and Oertly and his clerks. I don't know who actually copied it.

Q. That was done under the supervision of those two gentlemen ?—  
A. I think it was, practically.

Q. You know nothing about it, excepting that it was copied from their records ?—A. Nothing whatever.

Q. Did you see them copy it from the records, or did you simply have their statement to that effect ?—A. I did not see them copy it.

Q. You relied upon them, and took it for granted that you could rely upon them, and acted accordingly ?—A. Yes, sir.

Q. You say in this letter, "The estimates made under your direction during the past year amount to over three and three-quarter millions of dollars, and have been made generally while the works were in progress and unfinished." What estimates are those which you refer to as made during the past year? Do you mean the \$1,240,000, the \$913,000, and the \$1,000,000 ?—A. Yes; and one or two smaller ones—all I made.

Q. Now you say the result of the present estimates shows that the previous estimates are largely under the actual amount done ?—A. Yes, sir.

Q. I suppose you mean by that, it shows that, according to the statements made by Forsyth and Oertly to you, and not from any knowledge that you had ?—A. No, sir.

Q. You do not pretend to have any knowledge from any actual work that you have done or inspection that you have made that that is correct; but you make that statement upon the faith of the statements of Messrs. Oertly and Forsyth, made to you ?—A. Exactly.

Q. You do not know the actual amount that had been done except as they informed you ?—A. I could not know that positively without re-measurement.

By the CHAIRMAN :

Q. You say that you went with Mr. Blickensderfer over New Hampshire avenue ?—A. Over a part of it.

Q. Did you have with you at that time the results of Mr. Blickensderfer's measurement or computations ?—A. I did not.

Q. Had he ?—A. I believe Mr. Blickensderfer had; I will not be positive.

Q. There were discrepancies between your measurements and his, were there not ?—A. Yes, sir.

Q. Did he ask you to make explanation with a view to reconciling your measurement and his ?—A. At one point between P-street circle and the Boundary I had made a mistake in putting down the names of two streets. I put it down R and S, when it should have been Q and R, I believe, and had a mistake there.

Q. State all the explanations you made to Mr. Blickensderfer at that time in relation to New Hampshire avenue, as you remember them.—A. I told Mr. Blickensderfer generally how I have arrived at the results, and it was at Mr. Blickensderfer's room at the Ebbitt House when he told me that he could not make this amount of grading between P-street circle and the Boundary. He showed me his detailed statement of that part of New Hampshire avenue; and between these two streets he said he could not find that excavation. I told him I was positive it



was there. I asked him to go out with me there. He went out, and I found that I was wrong, and he was right at that point—that I had put down the names of the streets wrong.

Q. You asked him to accompany you to New Hampshire avenue?—A. I did, and he went.

Q. At Mr. Blickensderfer's room at the Ebbitt House, did you not go over all the measurements made by him?—A. All what?

Q. All the different computations in relation to Government work?—A. I went over no measurements with Mr. Blickensderfer whatever, except Virginia avenue and New Hampshire avenue and G street.

Q. Did he not show you all the work that he had done?—A. No, sir.

Q. He did not show you Maryland avenue?—A. No, sir; he told me how he had arrived at the results on Maryland avenue.

Q. What did you say to that?—A. I do not remember. I think I told him how I had measured; that I took the street as I found it, and that my measurements would include all work that had ever been done on that avenue.

Q. Old and new?—A. Old and new.

Q. Then he told you about Maryland avenue as well as the other avenues?—A. Yes, sir; he told me that there was a difference there between him and me.

Q. And you told him that you had included old as well as new work?—A. Yes, sir.

Q. You see the point that I desire to get at by this question; it is simply this: Did Mr. Blickensderfer in any manner seek to withhold from you the results of his operations here?—A. He did not.

Q. Did not he evince a disposition to give to you, fully and thoroughly, the results of all his measurements?—A. Only on those avenues that I have mentioned.

Q. Did he make any measurements around Government reservations, or on avenues, about which he did not communicate with you at all?—A. I did not see Mr. Blickensderfer make any measurements.

Q. I understand that; but, after he had made these measurements, and you called upon him or he upon you, did he not talk over generally with you all the measurements that he had made? If he did not, what were omitted?—A. Mr. Blickensderfer told me that he was going to make a tabular statement, (this was previous to my last interview with him,) saying how he was going to put it down. In one column he would put my measurements, and in another column his measurements; but I have never seen these tabular statements, until I saw them in print; neither have I seen any of his calculations in regard to any work whatever except those avenues.

Q. Including Maryland avenue?—A. I do not think I saw the calculation for Maryland avenue.

Q. Well, he told you generally that he differed with you, and he stated the amount of the difference?—A. Yes, sir; it was not probably necessary for me to see that.

Q. Your explanation was that he had included work which you did not include, was it not?—A. No; my explanation was that I had included all the old work, and he told me that his cross-sections would not include old work, but that the cross-sections indicated that there had been old work done in the avenues; and I think he said if that was included it would probably come somewhere in the neighborhood of the quantity I made.

Q. In other words, your mutual explanations were such as in your

judgment made it unnecessary for you and he together to go over Maryland avenue?—A. Yes, sir.

Q. He evinced a desire to furnish you fully all the information he had, did he not?—A. On those avenues?

Q. With reference to the Government work generally, with reference to the work which you yourself had measured?—A. No, sir.

Q. What omission did he make?—A. I certainly expected, when I made my final call on Mr. Blickensderfer, which was at General Babcock's request, that he would invite me to see the results and calculations on those reservations—P-street circle, Scott Square, and Rawlins Square.

Q. Which he did not show you?—A. He did not offer to show me.

Q. Did you ask him for them?—A. I did not.

Q. Then you did not call for them?—A. No, sir.

Q. Did you not call on Mr. Blickensderfer at General Babcock's request?—A. I did.

Q. He having previously communicated with General Babcock?—A. Yes, sir.

Q. I understood you to say awhile ago that you desired to make final measurements of all this work except Rawlins Square?—A. I certainly did.

Q. Do you mean by that to say that all these other measurements were partial measurements only?—A. A greater part of the measurements that I have made in the last two years have been made while the work was in progress.

Q. Upon which these vouchers were based?—A. Yes, sir.

Q. Then those measurements of yours, or estimates, were upon uncompleted work: do you mean to say that?—A. In many instances.

Q. In every instance except Rawlins Square?—A. No, sir; O, no.

Q. Then, where you had made final measurements would it be necessary to make further final measurements, did you think?—A. I have not made final measurements. For illustration, take one street, B street. I would measure the pavement at one time, as far as it was done; then I would go at the next measurement and measure what was done afterward, and so on, as long as there was any work there.

Q. But is it or was it your purpose to go over work that you had previously measured?—A. Every bit of it.

By Mr. MATTINGLY:

Q. State whether you have made a written recommendation to that effect.—A. I have.

Q. It is in the report of 1873, is it not?—A. Yes, sir.

Mr. WILSON. I have put that already into the record.

The CHAIRMAN. That is what I am asking about now.

Mr. MATTINGLY. Yes.

The CHAIRMAN. That must have been done while I was out.

Mr. MATTINGLY, (to the witness.) Show it to Mr. Allison.

Q. I understand, of course, that the work that has not yet been paid for you were to make measurement of; but there have been payments made from year to year. Now I understood you awhile ago to say that it was your intention to go over that entire work, except Rawlins Square, and remeasure it?—A. That is my intention and wish, if I ever have an opportunity.

Q. You say you want to make those measurements. Why?—A. Because I know some errors have occurred, and I knew that before this investigation commenced. I wanted an opportunity to remeasure all the work and correct any errors that had been made. Any engineer would

want opportunity to do that after measuring over three million dollars of work without making final measurements.

Q. Then you mean us to understand that you had made no final measurements as yet of any work except at Rawlins Square?—A. Yes, sir.

By Mr. MATTINGLY :

Q. I would like to ask you one question in this connection. You state here in the report of 1873, at page 10—

OFFICE OF WASHINGTON AQUEDUCT,  
*Washington, D. C., November 28, 1873.*

The estimates of work done by the board of public works are based partly on actual measurements, and partly on estimates made by the engineers of the board. Copies of the latter, showing the various items of the works in detail, certified to by the chief engineer of the board, with the amounts heretofore appropriated by Congress deducted, are herewith submitted.

The estimate of the amount of work done by the corporation of Washington for the improvement of avenues is copied entirely from the records of the board.

The estimates made under your direction during the past year amount to over three and three-quarter millions of dollars, and they have been made generally while the several works were in progress and unfinished.

The result of the present estimate shows that the previous estimates are largely under the actual amount done; and as many of the improvements are now either finished or gradually approaching completion, I respectfully recommend, in the event of Congress making additional appropriations for the board, that the entire work be remeasured after such appropriations are made, and before a final settlement.

Very respectfully, your obedient servant,

THEODORE B. SAMO,  
*Assistant Engineer, Washington Aqueduct.*

General O. E. BABCOCK,  
*Colonel of Engineers, U. S. A.,  
Chief Engineer of the Washington Aqueduct.*

Did you have reference there by "entire work" to mean that which you had already previously measured?—A. I did, sir; and mean whatever entire means in the whole acceptance of the term.

By Mr. WILSON :

Q. You were aware, were you, that the board was seeking to get appropriations from the present Congress for work that they had been doing since you made your last measurements?—A. Yes, sir.

Q. You were aware of that.—A. I was.

Q. Why did you not proceed to make accurate measurements of the work that they had done, to the end that Congress might know what it would be proper to appropriate?—A. I think I answered that question, Mr. Wilson, but I will state it again. It was in November when Governor Shepherd requested General Babcock to detail his assistant engineer to measure up the work that had been done, and I commenced to do that with the intention of remeasuring all of the work. I found that there was not going to be time by several months. I told General Babcock it would be impossible for me to do it, and advised him to let me get a copy of the work that had been done by the board since the final measurement, and put it into these estimates. He said, "I will do so with the understanding that, in the event of Congress making another appropriation, I shall have the right to remeasure the entire work." That is as near as I can remember the conversation.

Q. But how was Congress to make an appropriation of this money to pay for this work, without knowing what the work would cost?—A. They had vouchers of the board.

Q. Exactly, but were you, as a Government officer, willing to have Congress make appropriations to pay for this work upon mere state-



ments of the engineer of the board as to what it would cost ?—A. Certainly.

Q. And take their statement as to the amount of work and the cost of the work ?—A. Certainly, with this proviso, that we should have the privilege of measuring it.

Q. Do you know of any authority anywhere for General Babcock or yourself to make a measurement for the board of public works, with the view of procuring from Congress an appropriation ?—A. I do not know of any authority.

Q. Do you know of any authority that you had to make any measurement of this work, which was measured last summer, or to take any action whatever with reference to it? If there is any anywhere, I would like to know where it is.—A. My authority was General Babcock.

Q. Do you know whether he had any or not ?—A. I do not.

By Mr. STANTON :

Q. Do you know of any law that it would violate ?—A. I do not.

Mr. WILSON. I am not talking about laws that it would violate.

Mr. STANTON. I asked the question, sir.

By Mr. CHRISTY :

Q. You said in your testimony as follows, page 2292 :

Mr. Blickensderfer told me that he would, before submitting the results of his measurements and calculations to the committee, let me see them. I called upon him a number of times ; the last time I told him I had called at the request of General Babcock ; it was the same day that the general called.

Q. Are we to understand you as intimating or suggesting, by your testimony, that I have read, that Mr. Blickensderfer did withhold information from you that you asked specifically or generally for ?—A. Not exactly that. I had called a number of times on Mr. Blickensderfer, and had not seen the results that he had arrived at, or his calculations, and then I called the last time at General Babcock's request, and I think immediately after—certainly within a very few days—his testimony was in print.

Q. The question that I intend to ask is this : Whether you requested of Mr. Blickensderfer to submit any matter of calculation to you which he declined to submit ?—A. No, I certainly should not make such a request of Mr. Blickensderfer.

Q. You therefore made no request which was denied by Mr. Blickensderfer ?—A. Not in regard to your particular question. I did not.

Q. Did you, in regard to any other matter, make a request that he declined to grant ?—A. I asked Mr. Blickensderfer, at the beginning of this measurement, that before submitting his results, if he would show them to me, and he then told me that he would.

Q. That is in another part of your testimony ; but after that time you made no request of Mr. Blickensderfer in any of these calls that you made upon him, that he refused to grant ?—A. No, sir ; I did not.

Q. How often have you stated the answer that you have just given to me or to the committee, that Mr. Blickensderfer did not comply with your request ? Have you been asked that question a half a dozen times, colonel ?—A. I do not think I have.

Q. You say, also, to-day, in your testimony, that the reason why you desired to make remeasurements was, that certain mistakes came to your knowledge. Would you be kind enough to indicate to us the mistakes to which you refer, the mistakes which came to your knowledge before the beginning of the investigation ?—A. There was but one—that was Rawlins Square, which I fortunately had the pleasure of correcting.

Q. And that is the reason why you desired to take those precautions that you have indicated?—A. I did. I supposed this: that if I had made a mistake in one piece, I might possibly have made some others.

By Mr. STANTON:

Q. How long before the examination of Mr. Blickensderfer did this interview occur at the Ebbitt House, when you called upon him at the instance of General Babcock?—A. I could not fix the date except by the fact that it was the same day that General Babcock called—within the same hour, I think.

Q. It was within a day or two, was it not, of his first examination before the committee?—A. A very short time after I saw the whole thing in print; and I certainly thought that I should have seen the calculations and results generally before they were given to the committee.

Q. Now, if these measurements, concerning which you took the estimates of the engineer-officers of the board, had related to the actual disbursement of money, would you have remeasured the work yourself?

THE WITNESS. Which remeasurements do you mean?

Mr. STANTON. The measurements which were made as the basis of the application to Congress for an appropriation at this session?—A. Most undoubtedly.

Q. As they did not concern the disbursement of money, and as too short a time intervened, you were compelled to defer the making of remeasurements?—A. I considered them sufficiently near for practical purposes to base an appropriation on.

Q. But you would have made a more careful remeasurement if it had covered the actual disbursement of money?—A. I would have remeasured everything I was asking an appropriation for, if I had to disburse it.

Q. There seems to be some difference in the extent of the territory measured by yourself and Mr. Blickensderfer in relation to the intersection of streets. Will you please explain fully what that is?—A. I measured everything within the building-lines, and so stated to Mr. Blickensderfer, when his assistant commenced making the measurement at the P-street circle. I understood from Mr. Blickensderfer's testimony that he—

Q. And at intersections the building-line is extended?—A. Yes, sir.

Q. And not the curb-line?—A. The building-line.

Q. That is extended?—A. Yes, sir.

Q. If one-half of that intersection is made the basis of a charge against the Government is there any reason why the other half should not be?—A. Not that I know of; it certainly would not cover the ground that I measured.

Q. You considered that when you were including that tract between the building-lines you were making the proper measurement?—A. Certainly.

By Mr. WILSON:

Q. Mr. Blickensderfer measured it both ways, I believe—the same way you did, and then his way?—A. He does not include, in all cases, the work that I measured; one item, at Rawlins Square, at the intersection of Eighteenth, E, and New York avenue, 97 yards of wood pavement, does not appear in his measurements.

Q. But I am speaking about this mode of measuring intersections. He has measured it both ways; first your way and then his way?—A. I do not know whether he has measured both ways. If he measured

my way he would include, of course, the other way, and it would be then simply a matter of deduction.

Q. Exactly. Has not he done that in every case, so as to present both his and your mode?—A. His assistant, Mr. Elmore, included this wood pavement at Rawlins Square.

Q. I am not talking about that; I am talking about intersections.—A. This is an intersection.

Mr. MATTINGLY. Just explain it. Mr. Blickensderfer omitted any wood pavement.

The WITNESS. It is within the lines of Rawlins Square.

By Mr. WILSON:

Q. I think his statement explains itself in regard to that. We will go away from that now to some other intersection. Is it not the fact that he has measured both your way and covering the same territory that you covered, and then measured it in addition to that in the manner in which he thinks it ought to be measured?—A. With the single exception of P-street circle and that I mentioned at Rawlins Square. I think he went over the same ground. On P-street circle the map that he had did not show the building-lines as I had measured it on the ground. On the contrary, the building-line of P-street circle, in some instances, ran outside of the curb line into the street; but I do not know but what Mr. Blickensderfer corrected that himself on the ground. I think he did, to a certain extent. I think he stated, however, that he did not measure the entire curb-line to where I had measured it.

By Mr. STANTON:

Q. On the last table I think that Mr. Blickensderfer does not make that deduction. The corrected tables submitted by him on pages 2000 and 2001, it seems to me he did not. When he first testified he certainly did make that allowance and explained it, but I think afterward, in the revised result submitted at his second examination, it was not given. I may be mistaken, but I think not.

Mr. BLICKENS DERFER. There are no revised results with the single exception of Rawlins Square.

Mr. STANTON, to Mr. Samo: Q. At Rawlins Square I find you have measured for 97 yards wood pavement, and that Blickensderfer has measured for none. Is that wood pavement there?—A. Yes, sir.

Q. Within the building-line?—A. Yes, sir.

By Mr. STEWART:

Q. On what point were you invited by Mr. Blickensderfer to go with him? Where did you go with him, and where did you not?—A. I went with Mr. Blickensderfer to P-street circle and Scott Square; reservation at New Hampshire avenue and O street; at Rawlins Square, and to no other work.

Q. Did you go with him to those places on his invitation?—A. Yes, sir.

Q. Did you know when he made the other surveys?—A. I did not.

J. BLICKENS DERFER, Jr., recalled.

By Mr. WILSON:

Question. You heard the statement made by Colonel Samo in regard to the manner in which you measured P-street circle. State whether or not you did make the allowances to which he has referred.—Answer. I heard the statement of Colonel Samo; I am not quite certain that I under-



stood him; but the fact in regard to P-street circle is this: that on the adjoining property the building-lines of a portion of it occupy one position; but at certain other portions, between other streets, they occupy another position more remote from the circle; and if Colonel Samo meant that I probably only measured to the nearest building-line, whereas he went to where the building-line actually was in all cases, he is mistaken, for I did the same thing. I moved back when the building-line moved back. My measurements moved along with it and included the whole of it, and the difference which it will be remembered I stated in my examination in the first instance—the only difference that I recollect of that I made with Colonel Samo in that respect—was this, that in measuring the curbing I only measured to the building-line in each case, wherever it was, whereas he, as I understood him to say, had measured back to the end of a certain granite curb that was laid, which, in some cases, went beyond the building line.

Q. When you testified in regard to P-street circle you stated, I believe, that you found more sewer there than had been measured by Colonel Samo. Am I correct about the place?—A. I do not recollect what I stated on the subject, but I think my tabular statement shows more sewer there than he did, if I recollect aright.

Q. Did you measure all the sewer that was there at the time you made the measurement?—A. All that I could find.

Q. Have you made any investigation since that time for the purpose of knowing whether any portion of that sewer had been put down since Colonel Samo made his measurement?—A. I have made no additional investigation upon the subject. I stated in my examination at that time that my recollection or impression was that I had asked the engineers in reference to that matter, and that they had stated to me that there had been additional sewerage laid. Mr. Mattingly thought that I was mistaken upon that subject. I stated that I was not sure in regard to it, for it was only an impression. I think I have heard that repeated since, but I cannot tell by whom—that there had been additional sewer made or put down since.

Q. I have seen it stated in the testimony here, and you probably got it from that; but you measured all the sewer that was there at the time you measured?—A. All that I could find.

Q. So that if there was additional sewer put down since he made his measurement, that would account for the excess of yours over his?—A. I suppose so. I will state further that I had as a guide to my measurements a map which was furnished to me by the engineers of the board of public works, which I had requested that they should furnish, showing the position of the sewers in that vicinity.

Q. One further question. What steps did you take for the purpose of reconciling your statements or your measurements with Colonel Samo's; what did you do; with whom did you confer?—A. I conferred first with Colonel Samo. I may say this, that during the progress of making my measurements, and up to the time or the day on which I saw General Babcock, Colonel Samo and I were in the habit of constantly or frequently communicating with each other. He frequently called upon me at the hotel, and I once went over to his office. I did not find him there, but left a note, and he came promptly to see me, and in the course of this interview—I am not able to say positively all that passed, but my distinct recollection is that when I arrived at results, I requested him to give me his method of getting at these same results for the purpose of comparison, stating that my results were not as his were, and my impression is that before I communicated with

General Babcock, although I cannot say when, that I had communicated to him every result that I had arrived at, or certainly every one that he asked for. Then after I had made up my conclusions in regard to the first examination I sought an interview with General Babcock. I wrote him a note first, requesting an interview. He being out of the city, did not receive that note, but as I heard nothing from him I called upon him on Monday morning the 10th of May. He said that he had just returned to the city, and had opened my note not five minutes before I called upon him, and granted an interview at once. He stated that he would call at my room, and did so. Then the interview took place that I described in my previous testimony. I gave him all the results, every information that he asked for, and stated that he was probably in possession of some information that might reconcile these things, or explain them, that I had not, and had no means of getting; and, if so, I would be glad if he would furnish them, as I did not want to make a statement until I gave him that opportunity; and then he took his notes, as I stated before, and, I presume, notes of everything. Not long after he left me Colonel Samo called upon me, as he states, at the request of General Babcock. I understood him to say that he had seen General Babcock. I did not understand him to say that he had called at his request, but that he had seen General Babcock since he had seen me, and then spoke of these discrepancies, and we referred to a paper that he had furnished me previously, showing his quantities on different parts of New Hampshire avenue. He said that certainly those quantities were there; that I was mistaken about that. I said, "No, I think not." I said, "I have been there." "Well," said he, "will you walk with me up to the avenue and see?" Says I, "Certainly, by all means." We went up, and walked over the avenue back and forth from P-street circle a part of the way down, and my recollection is that on the way down from P-street circle to Pennsylvania avenue I made the request. Said I, "Do you want to go over the whole avenue, or will you go back to my room?" I made that inquiry. Said he, "I do not care about going over the whole of it." "Well," said I, "if you do not, I will take a car and go to my room," because I was a little lame. I had been suffering from rheumatism, and could not walk as well then as I can now. Said I, "Will you go along?" "No," he says, "I think I will go to my office," and thereupon we separated. From that day to this, I think, Colonel Samo never called upon me again.

Q. Did you have the papers in your hand when you walked over that avenue?—A. I cannot say what papers I had further than this, that I had his papers—the paper which he had furnished me showing the quantities at the different points, as he had made them, which I had said that I could not find at those points.

Q. Did you or not ask him to find those quantities for you?—A. Certainly; we walked over the ground together.

Q. Was he able to do it?—A. I explained that, I think, pretty fully in my previous testimony. In certain places he said that he could not; he thought he had made a mistake as to the position of the streets, and so on.

By Mr. STEWART:

Q. When you first started out, you did ask him to go with you?—A. No, sir; he asked me.

Q. How did he know when you were making the survey—when you first started out on P-street circle and Rawlins Square—how did he

happen to be with you then?—A. I am not sure that I can tell that; he was there. I know this, that in my communications with the engineer department, I stated in all cases when I intended to go to work at a measurement.

Q. You stated that to Mr. Cluss?—A. I cannot say whether it was to Mr. Cluss always, or whether it was to Mr. Barney sometimes, or to Mr. Forsyth, but I am satisfied of this: My impression now is, since you call attention to it, that Colonel Samo called upon me first, and introduced himself, or had himself introduced, and then I told him what I intended to do—when I would go at it.

Q. In a survey does it do any harm to have everybody present?—A. Not by any means. I never have a particle of objection to it.

Q. If two men measure from the same point, taking the same quantities, if both are correct, both would be exactly alike would they not?—A. I should suppose so, of course.

Q. If the data are the same, and the work is correct, it will lead to the same result in mathematics, I believe?—A. Yes, sir, if the result is correct.

Q. I believe I left out none of the mathematical condition, but now, if you get different points, if the work is correct, the results must necessarily be different?—A. I am not sure that I understand your question.

Q. Well, that is self-evident. Now, would it not have been much more convenient to have had present in order to test the accuracy of the work—before you make your measurement is it not very important to see whether you are measuring the same thing in order to test the accuracy of the work? Do you not think it would have been more convenient to have had the parties present?—A. I don't think that the convenience would have been any more or less, but I will say this, that all the parties were notified whenever I went to work at any of these avenues.

Q. Was Mr. Samo notified?—A. Yes, sir; the information was conveyed to him.

Q. Notified when you were to go to work upon each of these places?—A. Yes, sir.

Q. By whom? He denies that.—A. I cannot help that, sir. It was conveyed either by myself or my assistant, and I think that he and I met, I was going to say lots of times, during the progress of almost every one of these things, and the information was conveyed that I was then and there at work at that time on those places.

Q. Either by yourself or your assistant, Mr. Samo, direct, the information was conveyed that you were going to work upon these particular places?—A. Yes, sir; sometimes he requested me to send him word through the engineers of the board or some one of that kind; and I think, in some cases, that that request was complied with without going any further, but I never for a moment felt that I had not used all needful means to advise him and every one in connection with it that I was going to work at such a piece of work on that day.

Q. He says that he did not know when you was going to survey New Hampshire avenue.—A. Very well, sir; I cannot help that.

Q. Who pointed out the places for you to survey?—A. I stated in my previous examination that I had selected them myself.

Q. Did you consult with anybody about it?—A. Not consulted. I do not think I consulted with any one, but I state, as I stated before, a great many suggestions were made to me—many persons coming to me, I cannot say who, and although I cannot say that they were all sug-



gested to me, neither can I say that any of them were not suggested to me.

Q. Did you consult with Mr. Cluss as to what points to survey?—A. I do not think I ever did until I made inquiry of him for information, profiles, notes, and matters of that kind; of course I always consulted with him or asked him for the facts.

Q. These last measurements that you made, how did you happen to strike upon these particular streets? I want to know this. Mr. Cluss swears that the surveys that he and his party made are absolutely correct. Now, I want to know whether the measurements that you made were hap-hazard, and as liable to fall on them for the purpose of testing their accuracy. I want to know how you got at these particular streets, and why you did not happen to measure more of Mr. Barney's work to see whether that was correct or not.—A. I believe that almost every piece of earth-work that I measured—my recollection now is that every piece was work that Mr. Barney had measured.

Q. And you found these errors in Mr. Barney's work?—A. No, sir; Mr. Barney's notes generally were correct, but it would seem—I do not know—but it would seem that the estimates and the vouchers for payments to the contractors were not based upon the results to be obtained from Mr. Barney's measurements.

By Mr. STANTON:

Q. Who made the certificate?—A. Sometimes one, and sometimes another; I have answered in my statement. On Twelfth street the certificate—

Q. I mean in cases where measurements were made by Mr. Barney, and his measurements were not followed in settling with the contractor, whose engineer's certificate was appended to the vouchers in those cases?—A. I have given them in my testimony; I cannot recollect. Sometimes Mr. Forsyth, sometimes Mr. Oertly, and sometimes Mr. Phillips, and sometimes Mr. Barney; in those that are not correct, I believe in some cases Mr. Barney himself made the certificates; I do not recollect that. I believe that I did not measure a single piece of earth-work upon which I did not have more or less notes of Mr. Barney's, and generally full notes, and the reason I selected this was because I did not—I beg your pardon, I did not have any on Second street, as I stated in my previous testimony—but the reason was that I did not like to undertake to measure and give definite results unless I could find some notes upon which I could base them; therefore, I sought those notes, and preferred to select those works upon which I could get notes.

By Mr. STEWART:

Q. My object in inquiring is to see how far your surveys go to the testing of the whole work of the city. These last that you made, that you brought in, who made the surveys and estimates upon which payments were made?—A. On Twelfth street I was furnished with complete notes by Mr. Barney. I suppose he did not take them personally. Some of his assistants took them, but they were furnished to me by him; but the estimate upon which the payment is made to the contractor is, if I recollect right, signed by Mr. Forsyth, and it does not appear to have had, and in the making of it there does not appear to have been, any reference had—

Q. Was there a final payment made by Mr. Forsyth?—A. I think so; I cannot answer that certainly.

Q. Who certified to the final payment on Twelfth street?—A. I think

it was Mr. Forsyth; that is my recollection; I have a copy of the voucher in my room; I haven't it here.

Q. I would like to see that voucher?—A. I received that copy on application to Mr. Johnson; that was from F to P, on Twelfth street. Mr. Barney has placed in my hand notes of Twelfth street; I do not know that they are of any consequence particularly.

Q. If Mr. Barney made the survey Mr. Forsyth certified to it, and final vouchers were certified to by Mr. Forsyth; I want to know if that is the fact?—A. That is my recollection, but I would rather refer to the paper.

Mr. STEWART. I will wait for that paper.

By the CHAIRMAN:

Q. If I remember rightly, I think Mr. Samo said yesterday that you only measured the sewer around three streets on Scott Square, while he measured around the entire square; that he measured also a sewer on the west side. Do you remember whether you measured the sewer on the west side?—A. I cannot state that without referring to my detailed papers.

By Mr. STEWART:

Q. I think he explained it before, that the sewer on the west side was an old sewer, and you did not mention that for that reason.—A. That is my recollection. I do not remember—maybe I did.

Mr. STEWART. That is my recollection of your testimony.

The WITNESS. I will just say this: that I have my measurements in detail, in the most minute manner from top to bottom, and they are open to anybody who wants to look at them, I do not care who. I cannot answer that question at the present moment.

By Mr. MATTINGLY:

Q. You reported a large discrepancy on Second street in the grading. Was any member of the engineer corps or the board of public works with you when you measured that street?—A. No, sir.

Q. I understood you to say, the other day, that Mr. Henry S. Davis was with you?—A. He was.

Q. The voucher you remember, I suppose, in that case called for Second street, from Pennsylvania avenue to H?—A. I believe it did.

Q. You only measured, I understood you to say, from Indiana avenue to H?—A. I went over the whole street, and finding there was no excavation below Indiana avenue, of course I had nothing to measure there; I measured only where there was excavation.

Q. Did Mr. Henry S. Davis at that time tell you that Second street, from Indiana avenue to Pennsylvania avenue, had been an open abyss some 50 or 60 feet wide and 10 or 15 feet deep?—A. I have heard that, but I cannot say whether it was Mr. Davis who told me at that time or not.

Q. In your estimate, then, for grading on Second street, you allowed nothing for filling or embankment, as you call it?—A. No, sir.

Q. But merely for excavation?—A. Yes, sir.

Q. Did you not know that the embankment there largely exceeded the amount of excavation?—A. I did not know; I might have found it out if I examined it, probably; but I will tell you why I did not measure any embankment; it was this—

Q. You have said that already.—A. No, I do not think I have. The reason I did not measure anything except the excavation there was, the contract specified that the work should be measured in exca-

vation only: and I found that in the voucher he was allowed for excavation and for hauling, and so I did not pay any attention to the embankment except to walk over it and satisfy myself that there was no excavation there.

Q. Did you make any inquiry before you put your statement as to Second street into evidence as to the cause of that apparent discrepancy?—A. I do not remember what particular inquiry I may have made: but I know this, that I was in communication with the engineers—the engineer department—in regard to Second street, just as well as in regard to others, and asked whether they had notes on it, and stated that I could not make the amount correct: that I could not make it so much by a great deal as was in their vouchers, and I wanted to know what information they had that they could give me on the subject, and they said they had not any.

Q. Can you state to whom you applied relative to Second street—to whom you spoke in connection with it?—A. I am not sure that I can state it positively, but my impression is that I spoke to both Mr. Barney and Mr. Cluss. I will say generally, as I have said before, that my formal applications were always made to what I considered the head of the establishment, Mr. Cluss, and he referred me to persons, sometimes to one and sometimes to another—generally to Mr. Barney.

Q. Understand me, sir. I do not mean to say that you were not perfectly correct in conferring with Mr. Cluss, so far as you are concerned. You see the unfortunate predicament in which you have placed us in that connection?—A. Well, sir, I went to the head of the heap.

By Mr. CHRISTY:

While you were getting this information were you informed that the fill on Second street was made from dirt taken from Tiber Creek sewer? A. I do not think I was. I did not even ask in regard to how embankments were formed, because I found that the measurements were to be made in excavation only, and I addressed myself to that.

By Mr. STANTON:

Q. How did Mr. Henry S. Davis happen to accompany you at that time?—A. He called my attention to that street, among others, and desired that I look at it.

Q. Did you notify Mr. Forsyth at that time that you intended to go there in company with Mr. Henry S. Davis?—A. I do not think I did notify Mr. Forsyth personally. I generally considered that when I went to the head of the engineer department and asked for information, and told them that I was going to look at a thing, that they would take care of their side of the question.

Q. What other streets did Mr. Henry S. Davis call your attention to?—A. I cannot remember.

Q. Can you remember whether any other of the measurements which you made were made on the suggestion of Mr. Henry S. Davis except Second street?—A. No, sir; I think not. But I will say in regard to Mr. Davis accompanying me, that he seemed to have a desire to know the amount of iron fencing on that street: a great desire; and he wanted me to measure it with him, which I did. I have paid no attention to it in my testimony, because it was not part of it. I gave him that result. Then I asked him in reference to the grading, and he pointed it out to me. But, with all due deference to Mr. Davis, I found that I had to rely upon my own judgment much more than I could rely upon his, or anybody else in regard to the quantities.



Mr. MATTINGLY. We do not doubt that, sir.

Mr. CHRISTY. Mr. Chairman, you will find in the charges that we made that we have indicated to the committee several of the matters that we wish to inquire into. For instance P-street circle, Scott Square, Rawlins Square, and East Capitol street, for which measurements have been made and estimates made by Mr. Blickensderfer. The inquiry was suggested why he had made certain measurements. I am only explaining the fact that attention was early called to our desire to have these measurements made.

The CHAIRMAN. Perhaps I ought to say in the beginning that the committee instructed Mr. Blickensderfer with reference to several of these streets, and, so far as I know, they were taken rather at random. In the charges there are, perhaps, twelve or more streets indicated. It was not thought worth while to measure all of them, as that would take too much time; therefore we indicated several streets; and afterward Mr. Blickensderfer being here, I think the committee stated to him that he might take two or three other streets, and look them over, and select them for himself.

By Mr. STEWART:

Q. This voucher is signed by Mr. Forsyth as assistant engineer, and approved by Mr. Phillips, who was then engineer-in-chief. Now, you say, Mr. Barney made this survey?—A. He furnished me the notes. I cannot say that he made the survey. I have understood that either he or one of his assistants did.

Q. He did not furnish you the notes of the survey, he merely furnished you the notes of the cross-sections?—A. Both.

Q. The notes of the cross-sections and the notes of the measurements of the work after it was done—I want to see how they did it?—A. Permit me, then, to explain. They went over the ground with an instrument, took the levels at different portions for the purpose of being able to plot if you please, or for the purpose of ascertaining the actual elevation of the surface on different parts of the street all the way along. Then the measurement is sometimes made months before the calculation is made, because the measurement constitutes the taking of these notes and the reduction of them. The calculation may be made five years afterward, and it won't affect it any at all. Then these notes were in part plotted upon these cross-section papers and in part calculated. So far as they were here plotted and calculated, I took all the original notes on to the ground but these cross-sections, to save me the necessity of two comparisons, and I noted the heights as nearly as I could estimate to make up my mind as to their credibility and correctness. I made up my mind they were right. Then I went to work to examine his calculations to see whether he had reduced them right, and I made the amount the same thing with trifling exceptions. I noted one or two slight errors. Then for a portion of the street that he did not have plotted on these cross-section papers, he furnished me here a copy of the notes, although I had the original notes, but I did not compare the original notes with this. I took this, however, upon the ground, and compared this with the ground, and made up my mind it was credible, and then I reduced these myself without plotting.

Q. Then, in your measurement, if nothing was included in the work besides what was originally measured or plotted, you were absolutely correct; but suppose, now, that there had been an intersection, or a piece of ground that had been included in the work, as you have found

in several instances, then that would change the result, would it not?—A. If there was something that was outside of those notes it would.

Q. Well, you have found several instances where there was something outside of the notes, or where that was the explanation; for instance——?—A. I do not remember such a case.

Q. On Virginia avenue?—A. Yes, sir; so far as the claims against the Government were concerned, but not with reference to the contractors. I do not remember any case of that kind with reference to the contractors; but I will just say that in this quantity there is included here a small amount, 744 yards, if I recollect aright, that is not included in these notes for work at the intersection of Massachusetts avenue, that this man did outside of the notes as was explained to me; that is, that statement was stated to me. I did not go to have them show me where these 744 yards were, how they were made up, or anything about it. The amount being so small, I received their statement and put that in.

Q. Then you put something in besides what was in this original measurement.—A. I did.

Q. Do you not think that the quickest way would have been to have had Forsyth there to close the whole case and make it absolute, and ascertain if there was anything else outside, and then we would have had everything without calling witnesses to have a further examination? There is no doubt about your calculation determining with certainty so far as you went, and probably it is accurate throughout; but then, if you had called on Mr. Forsyth, you would have known whether he had any further explanation—whether he had put anything else in besides that 700 yards.—A. I suppose if I had called on Mr. Forsyth, and he had made an explanation of that kind, it would have made it unnecessary to examine me. Perhaps it would, and perhaps not; I do not know about that.

Q. You cannot say?—A. I cannot say about that; but I certainly thought when I had communicated with the engineers of the board, without knowing that Mr. Forsyth was concerned in that matter until after I was done, that they would send to me the man who was interested in the subject. I will just say one thing further, so far as I am concerned, individually, without reflecting, with all due deference to the committee and everybody else: that if I were expected, when called upon to make examinations of this kind, to hunt up every subordinate engineer that was interested in the matter, I should beg leave to be excused.

MR. MATTINGLY. Mr. Clephane, who was a contractor on Twelfth street, desires to make an explanation of that, to show that he did not profit by the mistake.

LEWIS CLEPHANE recalled.

I simply desire to state, as a matter of fact, I do not know whether there is any error or not in that measurement. I wish simply to state that I gave that work out to Mr. Gleason to do, and paid him precisely what was paid me by the board. I made nothing in it whatever, in any way, shape, or form. If there is any error, I do not know anything about it. That was Mr. Albert Gleason.

By Mr. WILSON:

Q. Did you do the paving?—A. Yes, sir.

Q. You got the contract for the grading and paving, and let out the

grading to Mr. Gleason?—A. Yes, sir. The grading was given previously.

By Mr. CHRISTY:

Q. Do you know who composed the finance committee of the Freedman's Bank in the fall of 1871?—A. I was one of them.

Q. Was not Henry D. Cooke another?—A. Yes, sir.

Q. And William S. Huntington?—A. Yes, sir.

The committee here adjourned to 2 p. m., and, upon re-assembling, adjourned, without taking any additional testimony, until to-morrow morning, May 26, 1874.

TUESDAY, May 26, 1874.

The committee met pursuant to adjournment.

MOSES KELLY recalled.

By Mr. WILSON:

Question. Have you made out a report in accordance with the subpoena that was submitted to you?—Answer. I have, sir. The following is the report:

*Statement of sums borrowed by the commissioners of the sinking-fund.*

1873.		
July	26. Loan for 60 days, at 7 per cent. interest, from German-American Bank, New York City, upon 30-year funding-bonds as security.....	\$100,000
	Of which \$10,000 was paid at maturity, and new notes given for the remainder, as follows:	
October	14. One payable October 31, 1873, for .....	20,000
	One payable November 15, 1873, for .....	5,000
	One payable December 1, 1873, for .....	5,000
	One payable December 15, 1873, for .....	10,000
	One payable January 1, 1874, for .....	50,000
	All of which has been paid. All these notes bore interest at the rate of 7 per cent. per annum.	
July	30. Loan for 60 days, at 8 per cent., from Jay Cooke & Co., upon 30-year funding-bonds as collateral, for .....	40,000
	Of this amount we have paid \$1,000.	
July	30. Loan for 45 days, at 8 per cent. interest, from J. C. Willard, upon 30-year funding-bonds as collateral .....	24,000
	Which was paid at maturity.	
August	1. Loan for 60 days, from National Metropolitan Bank of Washington City, at 8 per cent. interest, upon 30-year funding-bonds as security .....	50,000
	Of which one-half was paid at maturity.	
October	3. Loan for 60 days, at 8 per cent. interest, from the same bank, upon same security .....	25,000
	Which was paid at maturity.	
August	11. Loan for 60 days, from Lewis Johnson & Co., at 8 per cent. interest, upon 30-year funding-bonds as security .....	25,000
	One-half of which was paid at maturity.	
October	16. Loan for 30 days, from same house, on same terms and security .....	12,500
	Which was paid at maturity.	
August	11. Loan for 60 days, at 8 per cent. interest, from Washington City Savings Bank, upon 30-year funding-bonds as security .....	40,000
	Of this we have paid \$10,000.	



1873.			
August	16.	Loan for 60 days, from Bank of Washington, upon 30-year funding-bonds, at 8 per cent. interest.....	\$25,000
		Of which we have paid \$5,000.	
October	30.	Demand loan, at 7 per cent.....	20,000
Nov.	5.	Demand loan, at 7 per cent.....	30,000
Nov.	12.	Demand loan, at 7 per cent.....	50,000
Nov	28.	Demand loan, at 7 per cent.....	20,000
		From the Fourth National Bank, New York, upon 30-year funding-bonds as security. No part of this has been called for but the interest.	
Dec.	23.	Loan for 90 days, from National Bank of Commerce, New York, at 7 per cent. interest, upon 30-year funding bonds as security.....	150,000
		This note was renewed March 26, 1874, for 90 days, on payment of interest.	
1874.			
Feb.	12.	Demand loan from N. A. Cowdrey, of New York City, at 8 per cent. interest, upon 30-year funding-bonds as security.....	50 000
		This loan was made to take up the last note maturing at the German-American Bank. Five thousand dollars only have yet been called for.	
1873.			
August	12.	Loans were negotiated with houses in Baltimore, through Lewis Johnson & Co., upon \$50,000 of Chesapeake and Ohio Canal bonds, at 9 per cent. interest and one-half per cent. commission, as follows:	
		One at 90 days, for.....	\$20,000
		One at 90 days, for.....	10,000
		One at 90 days, for.....	5,000
		One at 90 days, for.....	5,000
		One at 90 days, for.....	5,000
		Making.....	45,000

All of which were paid at maturity.

MOSES KELLY,  
*Treasurer.*

MAY 25, 1874.

The WITNESS. There was another question as to what assets, funds, and securities are now in possession of the commission. That is answered on page 24 of the Governor's Answer.

Q. That paper and that statement in the Governor's Answer contain a correct statement of the condition of the fund?—A. Yes, sir; except as to cash on hand. That contains a full statement of our assets. There has been one slight change in the statement. We have sold \$200 of the funding bonds; otherwise the statement remains as it was. We have on hand at present in money \$11,493. That, I believe, is a full answer.

Q. That constitutes the entire assets?—A. At the present time.

Q. And this paper shows the loans negotiated?—A. Yes, sir.

CHARLES S. JOHNSON recalled.

By Mr. WILSON:

Q. What is the date of the first entry in that record? [the journal of the board of public works.]—A. September 22, 1873.

Q. That was a board meeting, was it?—A. Yes, sir.

Q. Who was present at that meeting?—A. Messrs. Willard, Cluss, Magruder, and the governor.

Q. Turn to the next meeting as appears on the record. When was it held?—A. September 23, 1873.

Q. Who were present at that meeting?—A. I am unable to say; it does not specify.

Q. Turn to the next one.—A. The same answer will apply to that.

Q. Turn to the next one.—A. And that also.

Q. Now turn to the next one.—A. The same.

Q. What is the date?—A. September 26.

Q. Then go to the next one; what is the date of that?—A. September 27.

Q. Who was present then?—A. It does not state.

Q. Do you know who was present?—A. I do not.

Q. Turn to the next one.—A. It is the 29th of September.

Q. Who was present then?—A. That I cannot say.

Q. Turn to the next one.—A. September 30. The same answer will apply there. I cannot remember who was present.

Q. You cannot tell who was present?—A. No, sir.

Q. Now go on until you find a meeting where you can tell who was present?—A. [After examining.] I will say here that it does not occur frequently in this book; it occurs less frequently than in any other of the journals. If you take the journal of 1871, 1872, or 1874—

Q. I want to know where you can find one in there where it specifies who were present of the members of the board.—A. I have one here; November 6, 1873.

Q. About how many meetings would seem to have been held, as it appears recorded in that book, until you find one where you can tell who the parties were who were present?—A. All that I have looked at is a little less than a month intervening, about three weeks, I should think.

Q. How many meetings do you think are recorded in there, or what appear to be meetings, when you are unable to tell who was there?—A. I omitted one here, October 22. No, I am wrong in that. I should say there were about fifteen, perhaps.

Q. Are there not a great many more than that?—A. I did not count them.

Q. I would like to have you count them.—A. [After counting.] There appear to be thirty-eight.

Q. Thirty-eight intervening between the first one where you are able to tell who were present and the next one where you are able to tell who were present. Can you tell who were present at any one of these thirty-eight meetings?—A. I cannot now.

Q. Were there notices given to the members of the board to be present at those thirty-eight meetings?—A. No, sir.

Q. Why not?—A. We have never been in the habit of sending out notices, except in special cases.

Q. Were those entries made originally there, or were they copied on that record?—A. This is not my handwriting; I did not make it.

Q. Whose handwriting is it?—A. I think this was made by Mr. Campbell.

Q. Where is he?—A. I think he is at present a clerk in the State Department. We can furnish you his full name; I do not remember it now.

Q. Were you present at these thirty-eight meetings?—A. I think so, sir; I have been at the office every day. I am generally present. There is very rarely an exception.

Q. Was this man who wrote this up present at the meetings?—A. No, sir.

Q. Who furnished him the material out of which to write them up?—A. The material was furnished for, instance, in those cases—

Q. I am not asking about the ones when the members of the board were there. I am talking of where—A. They were made up from the records of the office—from the letters that were sent out.

Q. That was made up from the letters that were sent out?—A. Yes, sir.

Q. Under whose direction were they made up?—A. It has always been the practice——

Q. I do not ask you what has always been the practice; I asked you under whose direction it was made up.—A. I cannot say specially now, but with the knowledge and consent of the board; my impression is, Mr. Shepherd, if you wish a direct answer——

Q. That is exactly what I want to know, and I want you to state this to the committee now, exactly how these minutes were made up.—A. Whenever the board held a meeting for the special consideration of any subject, when it was desired that there should be a full board meeting, notices were sent to each of the members of the board, as I remember in this case specially, [referring to a meeting notice in the book.] When that was not the case, notices were not sent out. The meetings of the board were held whenever the board were together in the office. All of the letters and all of the transactions of the office were entered upon that journal, taken from the letters themselves.

Q. Do you pretend to say now that these thirty-eight entries represent regular formal meetings of the board of public works?—A. No, sir; I do not.

Q. Then, Mr. Cluss is correct, is he not, in his statement that a great many things were entered upon these as board meetings which were not in fact board meetings?—A. In some cases.

Q. Is it not so in a great many cases?—A. Well, that was not considered at the formal meetings of the board; yes, sir.

Q. By whose direction were they placed upon the records?—A. I cannot say that I ever had any special direction.

Q. At whose instance were they placed upon these records as minutes of the board of public works?—A. I do not know that I ever had any special instructions.

Q. Did you do this without authority?—A. I did it with the full knowledge of the members of the board.

Q. What members of the board do you particularly refer to?—A. I refer to Mr. Shepherd and Willard particularly now.

Q. The respective vice-presidents of the board?—A. Yes, sir; they held that position.

Q. Then I understand you to say that you did not do this without authority—that this does not represent regular formal meeting of the board, but that you placed these things upon the record as minutes of the board, made up by order of the vice-president of the board from letters and papers filed in the office. Is that a correct statement of it?—A. I cannot say that he ever directed me to do this. I do not go so far as to say that, but I do say that it was done with his knowledge and tacit consent.

Q. Did you do it without authority. Is that your own arbitrary act?—A. It is my act; yes, sir.

Q. Is it your own act?—A. It is my own.

Q. Without authority, or with authority?—A. Well, with the knowledge of the managers of the board.

Q. Was it done without authority?—A. It may have been done without special authority. I do not remember that I ever obtained special authority.

Q. Then, this is not the record of the meetings of the board of public works, but your record, is it?—A. No, sir; it is the record of the meetings of the board of public works, together with such matters that



transpired in the office, by the direction of the vice-president. That is the point I presume you are trying to get at.

Q. Now, go on, and let us see how many more you can find there, where you cannot tell who was present.—A. I find six intervening before that occurs again, from November 6.

Q. Now, go on, and find how many more before you can find where somebody was present?—A. The next meeting; also present Governor Shepherd, Messrs. Willard, Magruder, Cluss, and Blake.

Q. Now, go to the next one.—A. Twenty-seven.

Q. Twenty-seven more minutes where you cannot tell who was present?—A. I cannot.

Q. Are they of the same character as those you have spoken of before?—A. Yes, sir.

Q. Now, see how many more you can find until you find another.—A. There are no more; but there are only two or three more meetings recorded in this book.

Q. Now take this one: journal A, of 1873.—A. I find "nine."

Q. After "nine" you find one where you can say who were present. Now, go on, sir.—A. I find two where they are marked present, immediately following that; then twelve where the members present are not mentioned.

Q. Go on, sir.—A. Two meetings where the members of the board are down as present; seventeen not recorded. Seven, again, where it is not mentioned.

Q. Up to what date have you arrived?—A. March 17, 1873.

Q. I would like to have you go on and see how that thing runs.—A. Five where members are not down as being present. There occurs a meeting on the 25th, where four members are down as present.

Q. Perhaps I can shorten this; you can probably tell me whether that is generally the case all through these records.—A. That is generally the case in these two books, but not so in the others.

Q. That is in 1873?—A. Yes, sir.

Q. When did you change that programme?—A. During four months of that time I cannot speak positively of, because during that time I was absent from the office, being sick and confined to my house; but after that time I was present at the office.

Q. I say when did the change occur, when you began to have no meetings except where the members were mentioned present—no entries made except where the members were present?—A. I have noticed this fact in looking over the journal; that this caption occurred oftener than I was once aware of, and feeling that at some future time it was just possible that it might be necessary to know who were present, I adopted another rule of putting down those who were actually present, so that it might appear upon the record itself.

Q. When did you adopt that rule?—A. I have done so from the first of January of this year, and it is generally so in the journal of 1871 and 1872. When I discovered that this occurred more frequently than I had supposed, I changed the plan.

Q. Has not your attention been called to the fact that you were making up entries in those minutes where there was nobody present; that you were making up entries from the current papers of the office?—A. My attention was never called to that fact.

Q. Your attention was not called to that?—A. Excepting of my own motion, I say my attention was not called to that by any one.

Q. What put the idea into your head that it might be necessary hereafter to show who were present at those meetings; who suggested that idea to you?—A. No one.

Q. What put it into your head that that might be so?—A. I am unable to say now what put it into my head; that thought occurred to me, and therefore I changed the plan.

Q. These entries, you say, were not made in these books by you?—A. No, sir.

Q. Where is the material out of which the man made the entries, or from which the man made the entries; who did make them?—A. As I say, in these matters of routine they were made up from the press letter-book of the office; this, of course, contained everything.

Q. All these matters where there is no record of any person being present—were they made up in that way, in all of those cases?—A. Not all of them, sir.

Q. Can you tell any one that was not?—A. I cannot recollect any now.

Q. Were they generally so made up?—A. Generally so; yes, sir.

Q. So that, as a general rule, the committee may take it as a fact that those entries where there is no specification as to who was present, they were made up from the letter-book and current papers of the office?—A. Yes, sir; some portions of them.

Q. That is the way they were made up?—A. Some portion of them.

By Mr. STEWART:

Q. You say that you were in the habit of meeting there—dropping into the office?—A. Yes, sir.

Q. Now, how was that with regard to their getting together, when there was a regular meeting of the board? In the first place, where was the office kept where these regular meetings were held?—A. Fourth-and-a-half street.

Q. Have they an office for the board there?—A. Yes, sir.

Q. Who occupies that office when the board are not in?—A. It is occupied by the vice-president and Doctor Blake.

Q. When none of the members of the board are there, who occupies the office?—A. The room is in my charge, when there is no one present.

Q. You are in the room?—A. Yes, sir.

Q. Then it is the office of the vice-president?—A. It is the office of the board as well.

Q. And the vice-president occupies it?—A. He has a small room adjoining the main office.

Q. What capacity does the vice-president occupy in regard to the business?—A. It is his duty as executive officer to transact all the business of the board, in the absence of the board.

Q. Was there any authority of the board to him for that purpose?—A. Yes, sir.

Q. Can you turn to that authority?—A. It is dated October 9, 1871, page 159, I think, of the record.

Q. State who was present at that meeting.—A. Mr. E. L. Stanton, at that time the acting governor, and Messrs. Shepherd, Mullett, Brown, and Magruder.

The order is as follows:

BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA.

*Washington, D. C., October 9 1871.*

The board met at the usual hour.

Present:—Edwin L. Stanton, acting governor, and Messrs. Shepherd, Mullett, Brown, and Magruder.

The following order, referring to the organization of the board, was adopted:

*Ordered,* That the vice-president of this board shall be the executive officer thereof; he shall be in attendance at the office of the board daily, between 1 o'clock p. m. and

4 o'clock p. m., to receive all persons having business with the board, and to dispose of such applications as may need immediate attention; he shall sign all orders of the board, and submit at each session thereof an abstract of all business transacted by him since the preceding meeting. It shall also be his duty to have all papers properly briefed and prepared for consideration by the board, and generally to arrange its business in proper shape for action; he shall see that the reports of the different officers are promptly made, and orders to them shall be issued through him; he shall require that the various officers properly perform their respective duties, and may dismiss any employé of the board, subject to its approval.

All requisitions for work or material must be approved by him, said requisitions to specify the particular improvement for which it is needed, and the nature of the work for which it is to be used. He shall also perform such other duties as may from time to time be required of him by the board.

Q. Then how was the business transacted? I see by your journals that you have, between the meetings, where you have recorded who were present, entries, "Board met," and such and such things were done; how was that made up?—A. Nearly every day there is a majority of the board present. The board does not always hold a formal meeting, but matters of consequence are talked over between them, and the result of that, as communicated to me through the vice-president, has been entered upon the journal.

Q. When you had your regular meetings, or, in other words, when there was a majority present, what was the habit in regard to what had been done previous to that time? How did they manage to bring that before the board? How was it brought before the board?—A. It was never formally brought before the board. The minutes of the preceding meeting—it has never been the practice to read and approve them, as is the custom elsewhere.

Q. Not the minutes of the preceding meeting, but the routine business that had been transacted since the former meeting; how was that brought before the board?—A. Well, in a general conversation.

Q. Was attention called to the business that had been transacted?—A. So far as matters of any moment were concerned.

Q. What do you mean by matters of any moment?—A. Well, of course there were a great many matters of mere routine; as, for instance, the reference of papers, the approval of requisitions, and things of that kind; ordering of repairs, defects in pavements, &c.

Q. Those were matters of routine, but when you came to the letting of contracts, what was the habit in regard to that?—A. So far as I know, the habit was to consult at least a majority of the board on those matters before entering upon the work.

Q. You were present, then; you know as a matter of fact whether that was done or not?—A. Generally, sir.

Q. Do you know of any exception in the letting of contracts?—A. Yes, sir; my knowledge does not extend beyond what actually came under my observation.

Q. Do you know of any contract let where the matter was not let by the board?—A. I cannot say that I do positively.

Q. You say that almost daily a majority of the board would be present?—A. Yes, sir.

Q. Was Mr. Cluss in the habit of coming there?—A. Not so frequently as the other members of the board. Mr. Cluss said the other day that he believed that he was present whenever he was notified; that may be so, but, as I stated a while ago, it was not customary to notify members of the board to meet, excepting to consider special matters; that has occurred very rarely since I have been connected with the board; they generally met when they got together.



Q. Did Mr. Cluss ever come to the board to look over matters?—A. Not to my knowledge.

Q. Did he ever make any inquiry of you with regard to any of the entries on the books?—A. He never asked to see any portion of the records, especially the journal.

Q. And he never asked to see the journal?—A. Never, in my life, that I can remember. The journals, as well as all other records, were open, of course, to the inspection of every one that had authority to examine them.

Q. Where were the journals kept?—A. They were kept in a room adjoining what was commonly known as the vice-president's office; it is where the majority of the clerks are.

Q. It was kept in that room?—A. Yes, sir. We have four rooms in that immediate office—vault-room, No. 16, room No. 13, and room No. 9, which is occupied by the vice-president.

Q. Were any other members of the board in the habit of examining the record and taking an interest in the business? What members of the board did take most interest in the business?—A. I have from time to time shown the journal to different members of the board.

Q. Who was there most? Who took the most interest, outside of the vice-president, whose duty it was to be there daily under that rule which you have read?—A. Of course my memory serves me better recently than it would to go back any great distance. Dr. Blake, Colonel Magruder, and Mr. Willard have been in the office there together nearly every day. For some months past scarcely a day elapsed when they were not present.

Q. Mr. Cluss paid less attention, you say, than the balance of them; he was there less, I mean?—A. He was in the building in his own office.

Q. Did he have an office in the building?—A. Yes, sir.

Q. How about Dr. Blake?—A. He makes it a point to be there nearly every day, pretty much all day.

Q. It was made the duty, under that resolution, for the vice-president to be there every day; how was it with Mr. Shepherd?—A. He was there as often as his outside duties would permit. He did not get there, perhaps, within the hours specified, but he was in and out nearly every day.

Q. Was he in the habit of attending there daily?—A. Well, that was his intention; he was not always there every day. We had an order issued to that effect, that the vice-president should be at his office daily, between certain hours, but people got in the habit of coming to his store, while he was there transacting his private business, keeping him there so that he would not always reach the office between those hours.

Q. How much of his time did he devote to this business?—A. I think his whole time was devoted to it.

Q. His whole time devoted to this business of the District?—A. Yes, sir.

Q. How has it been since Mr. Willard got in; has he given his attention to it?—A. Mr. Willard was there regularly every day; he has scarcely missed a day since he has been connected with the board.

Q. You say that Dr. Blake, since he came in, has attended to it pretty well?—A. Yes, sir.

Q. How has it been with Mr. Magruder?—A. Mr. Magruder is there generally every day, some time during the day.

Q. Has there been free consultation there every day on anything of importance?—A. Yes, sir; I think there has.

Q. Has there been any attempt on the part of the board—you would

know it, as you have charge of the papers—to keep anything from any member of the board?—A. Never, sir.

Q. Full confidence extended to all?—A. Every one had opportunity of inspecting the papers that were under my charge.

By Mr. WILSON:

Q. Did Mr. Shepherd transact business down at his private office and then report it to you at your office?—A. Yes, sir, sometimes.

Q. Then it was entered upon the records?—A. Yes, sir.

Q. As though it had been done in board meetings?—A. Sometimes there were meetings there.

Q. Now, let us know a little more about those meetings there. You say these parties dropped in there every day; is that the fact?—A. Do you mean the members of the board?

Q. Yes.—A. Yes, sir.

Q. And they had a sort of general talk about matters, and these things went upon the record as you have heretofore stated?—A. Yes, sir.

Q. That is what you have entered here as board meetings?—A. I have entered the results from these conversations, as I understand them.

Q. Do you say that there were no entries made in those books except what was the results of these conversations among these members when they would drop in there?—A. I so understood, with the exception that I have stated—that the vice-president, in his capacity as executive officer, has directed certain things to be done, which are also entered upon this book.

Q. So that this does not, then, represent formal meetings of the board, but informal meetings of the board?—A. Not altogether formal meetings.

By the CHAIRMAN:

Q. That book and that class of books purport to be the books of entry of the proceedings of the board?—A. Yes, sir.

Q. Is that book in your charge?—A. Yes, sir.

Q. And in your custody?—A. Yes, sir.

Q. Mr. Cluss's office was above yours?—A. On the floor above.

Q. How often was he in the habit of being in that office of the board of public works proper?—A. It would be pretty difficult to answer that question.

Q. Frequently or infrequently?—Q. Well, frequently.

Q. Was he ever sent for, that you know of?—A. Yes, sir.

Q. For what purpose?—A. As I said a moment ago, notices were sent to each member of the board when it was specially desired that there should be a full meeting, but generally that was not the case.

Q. Did you ever send a messenger for Mr. Cluss at those informal meetings of which you speak; would you send for Mr. Cluss to be present?—A. Yes, sir; there have been times—

Q. Was that often done?—A. There have been times; not often, sir.

Q. When you had these formal meetings of the board—that is, upon notice—they were for a special purpose, were they?—A. When it was generally desired to have a full attendance of the members.

Q. Were they for a specific purpose, indicated in the notice?—A. Not indicated in the notice—not generally so; simply formal notice: "You are requested to be present at a meeting of the board at the office of the vice-president," at such a date and such an hour.

Q. At these informal meetings did the members take their seats around

the table and look over papers, or what was done at those informal meetings?—A. The room is a large one, and we have but one desk in the room, which is an ordinary-sized desk; it is generally occupied by the vice-president, or, when the governor was present, by himself.

Q. They were meetings, then, at which they sat around and talked matters over?—A. Yes, sir.

Q. Not around the table?—A. No, sir.

Q. And did not examine papers?—A. O, yes; all our matters now, at present, of considerable consequence, we hold over—we hold over those matters, the vice-president not feeling a disposition or authority to undertake to decide the matters. The papers are held over and then at those meetings they are brought up and read.

Q. When did that habit begin of holding over papers?—A. Well, I do not know that I can say, sir.

By Mr. WILSON:

Q. Was that the habit before Mr. Willard came in?—A. Not so much so as since he came in.

Q. What was the habit of the board with reference to reading up the minutes of the board?

The WITNESS. Do you mean of the preceding meeting?

Mr. WILSON. Yes.

A. That was never done.

Q. Who examined the minutes after they were spread upon the records by yourself or by your direction?—A. I do not think any one ever examined them critically, with the view of testing their accuracy except myself.

Q. They were not read over by the vice-president or by the board?—A. Not in their entirety as a matter of every-day occurrence; frequently he did send for the journal, and examine as to certain matters.

Q. Were you always present at the formal and informal meetings?—A. Almost always.

Q. Who directed you what to put upon these minutes, as a rule, and what was the habit with reference to them; how did you know what to spread upon the records?—A. Well, as I said a moment ago, in all formal meetings and matters of moment, I took down at the time notes which were spread upon the journal. In some other cases that was not done; but the substance of what had been done through the vice-president was incorporated upon the journal; but that I have always understood to be after a consultation with other members of the board.

Q. You spoke a while ago of the transferring from letter-books.—A. Press-books.

Q. Who made those press copies—that is, who did the writing which was copied into those press-books?—A. It was done by one of the clerks in the office, in the first instance.

Q. I want to test your recollection as to what really did go upon the journal in this record. Were you satisfied always that you were making correct records of the things that really transpired?—A. I do not think I ever put down anything that I was satisfied was incorrect. It never has been my intention to do so.

Q. The record was generally made up from directions given to you, then, from those press copies?—A. Yes, sir.

Q. That is, when there was not a full meeting of the board?—A. Ordinarily.

By Mr. MATTINGLY:

Q. As I understand it, those minutes, or an abstract of the current



proceedings of the board of public works, whether done at regular formal meetings of the board, or done through the vice-president, as the executive officer of the board, and that is all?—A. Yes, sir.

By Mr. STANTON:

Q. These press-copies are of letters and of indorsements of papers?—

A. Not of indorsements; those are always mere matters of routine.

S. P. BROWN sworn.

By the CHAIRMAN:

Question. Have you at any time been a member of the board of public works; and if so, state when, and from what date to what date?—Answer. I was a member from, I think, the 16th of April, 1871, to some time in June, 1873, when I resigned.

Q. Has your attention been called to the testimony of P. H. Rhinehart, as affecting yourself?—A. It has, sir.

Q. Have you any statement with reference to that matter?—A. I have. I handed you a statement which I will read. This is the letter I addressed to the chairman of this committee, which I will read, and it is all I wish to say in relation to the matter:

WASHINGTON, D. C., May 26, 1874.

SIR: My attention has been called to the testimony of P. H. Rhinehart, given before your committee on Friday last, in which he says that Mr. D. C. Forney told him that he was to pay me one-third of one-half of the profits realized from a contract awarded to Mr. E. F. M. Faeltz. I desire your committee to examine Mr. D. C. Forney and Mr. E. F. M. Faeltz in relation to said charges, which, as far as I am concerned, are basely false; and, in connection therewith, I beg leave to state that I never had to the value of one cent's interest in this or any other contract under the board of public works or the District government, and that I have never received a dollar, directly or indirectly, from any contractor or from any person connected with any contract under said board of public works or District government during the time that I was a member of said board or since my retirement from said office.

By communicating the foregoing statement to your committee, you will greatly oblige,

Very respectfully, your obedient servant,

S. P. BROWN.

Hon. WM. B. ALLISON,

*Chairman Joint Congressional Committee Investigating District Affairs.*

Q. That you give as your statement under oath?—A. Yes, sir.

CHARLES E. BARNEY recalled.

By Mr. WILSON:

Question. Have you seen the original papers, copies of which purport to be set forth on page 2204 of the testimony?—Answer. I have seen the final estimates for that work.

Q. Have you seen those original papers that are set forth there?—A. O, yes, sir; I have seen those.

Q. Did you assist in making any measurement of that work?—A. No, sir; I think not.

Q. Why did you not?—A. I suppose it was not called to my attention.

Q. Did you know anything about it at all?—A. Well, I am not able to say positively, but I think not.

Q. Have you any recollection of ever having seen that until your attention was called to it during this investigation?—A. No, sir; I think not.

Q. You will see there the indorsement made on this paper is: "Messrs. Oertly and Barney will have these measurements made at once, and report. (Signed) A. R. S." Did those papers come into your hands for

making any such measurements?—A. Well, I would not like to swear positively that I never saw that, for I may, possibly; but I have forgotten it, if I did. I certainly did not assist in making the measurements.

Q. If you had been called upon to measure as many streets as are set forth in that document, do you think you would have been very likely to have forgotten all about it, sir?—A. No, sir; I do not think I should.

Q. What do you know in regard to any such measurements having been made, if you know anything about it?—A. I do not know anything about it.

Q. Do you know whether Mr. Oertly was making measurements or not?—A. Yes, sir; I think he was.

Q. Do you know how he happened to go out to make measurements?—A. I suppose he was directed to do so.

Q. By whom?—A. Well, sir, I am unable to say who directed him to make those measurements; I suppose some member of the board.

Q. What is your impression about that?—A. I presume Governor Shepherd did.

Q. Do you know of other instances where Mr. Oertly was sent out in like manner to make important measurements?—A. Yes, sir; all these final measurements were made by Mr. Oertly and signed by myself, and a great many measurements, or some measurements of Taylor and Filbert; some of Albert Gleason; a few, I think, of George Follansbee, were made by Mr. Oertly.

Q. Who sent him out to make them?—A. I presume the vice president.

Q. It was not done, then, regularly through the engineer department, and in the ordinary usual course of business?—A. The final vouchers were—

Q. But I am speaking about those other vouchers?—A. No, sir; I think not.

Q. The final vouchers, I presume, went through your office?—A. The thing might be regular and not go through my hands; the thing might be regular and go through Mr. Oertly's hands.

Q. But I am trying to get at who it was who sent Mr. Oertly out to make these measurements?—A. I presume it was Governor Shepherd; I do not know positively about that.

Q. Have you looked through Mr. Cluss's figures that he presented to the committee in his testimony?—A. Yes, sir.

Q. What do you say as to their accuracy or inaccuracy?—A. The figures which he presented on these avenues are copies of our vouchers.

Q. They are correct?—A. Yes, sir; I presume they are.

Q. What do you say as to the other figures that he has presented to the committee?—A. If you will specify some particular matter, I will reply.

Q. You have seen statements and tables that he made out here in regard to sewers, &c.; have you examined those?—A. Yes, sir.

Q. Are they correct or incorrect?—A. They are correct.

Q. Do you know who made the measurements of flagging for John O. Evans?—A. Mr. Oertly, I think, made most of them. I have made one I am sure of, that is B street; that is the only one I recollect of making myself.

Q. Did you see the testimony of Mr. Cluss, in making up the cost of flagging at P-street circle—did you see a statement as to the kind of stone that was to be used in that flagging?—A. I may have seen it, but

I have forgotten about it now ; in fact, I know but very little about that flagging ; it was something entirely out of my way.

Q. But you have been about this city a good deal, I presume ?—A. O, yes, sir.

Q. I will read to you this, as appears on page 2182 of the record :

NEW YORK, April 28, 1873.

GENTLEMEN: We have a lot of selected bluestone flagging, say about twenty to twenty-five thousand feet, from  $2\frac{1}{2}$  to 4 inch thick, even 4 feet lengths, and from  $2\frac{1}{2}$  feet to 4 feet wide, planed to an even surface, such as is used here for first-class work.

We will deliver the same to you on wharf, Washington, D. C., at seventy-five cents per square foot. Delivery to be complete within thirty days. Awaiting your reply.

We are, gentlemen, very respectfully, your obedient servants,

VAN BRUNT & BROTHER.

HON. BOARD OF PUBLIC WORKS,  
Washington, D. C.

[Indorsement.]

BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA,  
Washington, April 30, 1873.

Respectfully referred to the engineer in charge for report. This will be necessary for the P-street circle, if the price is a proper one.

By order of the board :

EDWARD JOHNSON,  
Chief Clerk.

BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA,  
Washington, May 6, 1873.

GENTLEMEN: You are hereby requested to ship to this board from twenty to twenty-five thousand feet of bluestone flagging, from  $2\frac{1}{2}$  to 4 inches thick, even 4 feet lengths, and from  $2\frac{1}{2}$  to 4 feet wide, and to be delivered at the wharf in this city within thirty days, at seventy-five cents per square foot.

By order of the board :

EDWARD JOHNSON,  
Chief Clerk.

Messrs. VAN BRUNT & BRO.,  
75 South Street, New York.

True copy :

CHAS. S. JOHNSON,  
Secretary.

The P-street circle is completed ; otherwise the price is reasonable, if quality is as represented ; it will cost us only about 15 cents additional per linear foot for jointing.  
ADOLF CLUSS.

Q. Now, I wish you to state to the committee whether the kind of flagging that is specified in this letter of Van Brunt & Brothers is the kind of flagging that has been put down by John O. Evans in his work about this city ?—A. Judge Wilson, I am not familiar at all with the different kinds of flagging, although I would like to answer the question if I could.

Q. Have you not seen the flagging down on B street north ?—A. Yes, sir.

Q. There is a large quantity of it laid there ?—A. Yes, sir.

Q. Is that plain flagging, or has it a rough surface ?—A. I think that is a rough quarry-faced flagging.

Q. How is it across the mall ?—A. I think that is the same.

Q. How is it about the Botanical Garden and down here on Maryland avenue ?—A. I think that also is quarry-faced flagging.

Q. How is it at Mount Vernon Place ?—A. I do not know ; I have forgotten.

Q. Did you see the flagging that was put down on P-street circle ?—



A. I may have seen it at the time, but I did not pay any particular attention to it.

Q. This flagging that we have just been talking about—is that of even four feet lengths, from two and four-twelfths to four feet wide, or is it miscellaneous sizes?—A. I have never noticed this flagging; I am not able to speak definitely about any of it. I know that there is a machinery-dressed flagging and a rough flagging, but as to the different sizes I am not able to say.

Q. How much machinery-dressed flagging have you ever seen about this city?—A. I have seen some in front of the Patent-Office and around the Post-Office; that is the only place I recollect.

Q. Have you seen any in any place else about this city?—A. I do not think of any other place. This matter of flagging I actually have had nothing to do with.

Q. I only asked you the question with regard to it, because of your familiarity with this city.—A. I never made any measurements of flagging. I have had very little to do with it. I have noticed nothing of the sizes. If I had been over it and made the measurements, I could probably answer that question intelligently.

By Mr. STEWART:

Q. You say that this measurement, made by Mr. Oertly, you suppose was made by order of the vice-president?—A. Yes, sir.

Q. And that you never knew the fact that in the indorsement on the back of it, directing a survey to be made, it was referred to Mr. Oertly and Mr. Barney for that purpose?—A. Mr. Oertly may have shown that to me; I would not say that he did not.

Q. You and Mr. Oertly were in the same office?—A. Yes, sir; he may have shown that to me, but I am certain I never made the measurement.

Q. You are both engineers in the same office?—A. Yes, sir.

Q. When you were jointly ordered to do a piece of work, would you let the other know about it?—A. I would, certainly; yes, sir.

Q. You knew that he was doing the work?—A. Yes, sir; I presume I did. I have forgotten the circumstance; I presume I knew of it at the time, but I have forgotten it.

Q. There was nothing about it to attract your special attention so as to make you remember particularly?—A. No, sir.

Q. Nothing of an unusual character that would make you remember it specially?—A. No, sir.

Q. It was for preliminary and partial measurement, was it?—A. I am unable to say about that; I presume, however, it was.

Q. It appears to be a partial measurement. Do you know whether there has been a final measurement made of that work?—A. I think there has been a final measurement made of the most of that work, for I think I have approved and signed most of these vouchers.

Q. You say you sometimes signed vouchers of Mr. Oertly's work?—A. Yes, sir.

Q. Were they correct or not—those you signed?—A. I supposed them to be correct.

Q. You would not have signed them if you had not thought they were correct?—A. No, sir; I should not, by any means.

Q. Have you any reason now to suppose they were not correct?—A. No, sir; I have not.

Q. Then there is no particular point in their having been made by Mr. Oertly, and signed by you?—A. No, sir. As a matter of courtesy, I

would sign the measurement of Mr. Oertly, and I suppose he would do the same thing for me. I think he is capable of making a proper measurement as much as I am myself.

Q. You do not know that anybody has been injured by it?—A. No, sir.

Q. That was a habit in the office; he would sign yours and you his, as a matter of course?—A. Yes, sir.

Q. You were working together in the office?—A. Yes, sir.

Q. Did Governor Shepherd ever request you to survey up work yourself?—A. Yes, sir.

Q. He was the executive officer of the board?—A. Yes, sir.

Q. And the application for surveys came to him directly, did they not?—A. Yes, sir.

Q. If he happened to meet either one of you, would it not have been a very natural thing for him to hurry you about your surveys?—A. Yes, sir; he would usually send me a note on the back of a card, perhaps, and tell me that he wanted some one measurement hurried up, or something of the kind.

Q. Would he send it to you or Oertly, or both of you?—A. He usually sent those things to me, because I usually made the measurements.

Q. He usually sent them to you?—A. Yes, sir.

Q. Did he ever direct you at all how to do it, except to get it done?—A. No, sir.

Q. Did you ever know of his giving any direction as to how surveys should be made, except to hurry you engineers up so that the settlement could be made?—A. No, sir.

Q. Did you ever hear of his intimating to any engineer any way to make it except to hurry it up and do the work?—A. No, sir. I will say, however, in this connection, that whenever Governor Shepherd, as vice-president, and since Mr. Willard has been vice-president, and when Mr. Mullett was chief engineer, Mr. Phillips, or Mr. Cluss, whenever either one of those persons sent me a request to make a measurement, I invariably consulted those persons, and then, if the thing was not right, I had the responsibility off my shoulders.

Q. When Mr. Willard, or Mr. Shepherd, or any of the members of the board sent you an order to survey, you did whatever?—A. Whenever they sent me an order directly, giving my name, I would invariably consult Mr. Mullett, Mr. Phillips, or Mr. Cluss about it.

Q. You consulted with your chief?—A. Yes, sir. I knew it was my duty to do that, so that, if there was anything wrong, I might be freed from responsibility.

Q. You do not think there was anything wrong about a request to make a survey?—A. Certainly not, sir, in the least. I only did that as a matter of formality. That is the way I have been brought up.

Q. Suppose he spoke to you as you were going along, and asked you to hurry up the survey.—A. I should do that by all means, or offer to do it.

Q. Suppose he spoke to you about there being other work ahead that ought to be done, if he met you, or any one of you, would you go to Mr. Cluss to speak about it?—A. No, sir. Perhaps after I had it done I would tell him that the governor ordered me to do so and so, and that I had done it.

Q. Then the executive officer of the board is in the habit of calling upon the surveyor's office, and hurrying them up pretty constantly for work? They were pretty well pressed, were they not?—A. Yes, sir.

Q. And he was pressed by applications for those surveys?—A. Yes, sir.

Q. When a contractor had some work ready for measurement he was very anxious that it should be measured?—A. Yes, sir.

Q. The final certificates were all signed by you, were they?—A. They have all been signed by me, nearly all of them, since April, 1873; I think about a year ago. Before that time Mr. Forsyth was measurer for the board.

Q. Before that Mr. Forsyth did so?—A. Yes, sir.

Q. It was his duty?—A. Yes, sir.

Q. It has been your duty since you have been the head of it?—A. Yes, sir.

Q. Nobody has signed a final voucher without your approbation?—A. I think in some cases. I think Mr. Forsyth was detailed last summer or fall by the governor to make some measurements for C. E. Evans; those I know nothing about.

Q. Final measurements?—A. Yes, sir.

Q. Who certified to them?—A. Mr. Forsyth.

Q. Were they not certified also by Mr. Cless?—A. No, sir; I think not.

Q. What was that?—A. For most of the Evans concrete work on Connecticut avenue, M. N, and L, and the streets in the First ward.

Q. Have you tested it to see whether it was correct or not?—A. No, sir; I have not.

Q. Have you paid any attention to this measurement on Twelfth street?—A. No, sir; none whatever.

Q. Have you looked it over?—A. Yes, sir; at the request of Governor Shepherd I did that with Mr. Blickensderfer. I went to the Ebbitt House Saturday night, I think.

Q. Have you remeasured it?—A. No, sir; I have not. Mr. Forsyth made that measurement.

Q. Who made the cross-sections?—A. I did.

Q. In making the cross-sections, what did you do at the intersections? How were those cross-sections made; what did they include?—A. The cross-sections were commenced at Pennsylvania avenue and running all the way through to the Boundary. Twelfth street was one of the first streets finished, and Mr. Clephane laid the intersections of all the other streets; consequently, we laid the cross-sections right straight through across the other streets.

Q. And the cross-sections show that?—A. Yes, sir.

Q. So that includes Twelfth street, right straight through the whole of it?—A. Yes, sir; with the exception, I think, of New York avenue, which was laid before. In fact, there was no grading done there, at any rate.

Q. There is a pretty heavy cut through Twelfth street?—A. Yes, sir. There were two points, one between G and H, a cut of about 8 feet, and a point between K street and M street. That was something like 6 or 7 feet in some places. Then the measurement ran up to P street.

Q. What shows the depth on that profile?—A. The cross sections show that. Those I find I have not here. At the corner of L street the center of the street was 92 feet and  $\frac{1}{10}$ ; that is the elevation above tide-water. The new grade now is 85  $\frac{7}{10}$ , showing there is 7  $\frac{4}{10}$  feet cut at that point. That would be about 3  $\frac{1}{2}$  feet cut on Massachusetts avenue. The deepest cut is between K and M streets. This knoll was cut right off.



Q. What was the greatest depth at the middle?—A. I think about 8 feet was the greatest depth at any point.

Q. Has it been done precisely according to that survey?—Yes, sir. These grades which I have shown you were taken within the last six months, and checked over to be sure they were right; we have checked them over to get a correct record of them; we have a map showing all the grades of the city; the work was done according to the grades there provided for, and we have checked it over since.

Q. Do you know anything about that contract, as a matter of fact—whether there was an extra grading outside on other streets that was included?—A. I only know at the intersection of Massachusetts avenue, but I do not know the circumstance. I simply know that Mr. Clephane cut away there, I think, at the southeast corner of Massachusetts avenue and Twelfth street; he cut out to the building-line or beyond the building-line, for the accommodation of some one of the property-owners, and at the time we were setting curb-stakes there we made a measurement of that, and it is 744 yards.

Q. In measuring, this grade goes to what point, as far as the sidewalk or to the building-line?—A. To the building-line.

Q. The grading goes through the streets, then?—A. Yes, sir; it goes all the way from one building-line to the other.

Q. There are some places in the city, you know, where they have only graded it to the sidewalk?—A. There is one place on Twelfth street, between G and H, the property-owners objected to having it cut down square to the building-line, and there was a small terrace put in—some 3 or 4 feet, I should judge.

Q. Then this measurement goes from building-line to building-line?—A. Yes, sir.

Q. You have not refigured the work to see how you came out?—A. I never figured it until Mr. Blickensderfer sent this to me. Since he sent to me for the cross-sections I have plotted it up and worked it out, and gave him my figures; these cross-sections were taken in January or February, 1872, and I have done nothing with them; they have been lying in the office. I have done nothing with them until Blickensderfer came to me and wanted them. Whenever he has wanted any information of that kind about cross-sections we have always plotted them for him—made a little map for him, figured up the contents ourselves, and then passed them over to him, to save him work. He could go over the figures afterward, and if they were not right he could make them right.

Q. The figures agreed?—A. Yes, sir.

Q. How do you account for the difference between the voucher and the survey?—A. Well, sir, I do not know; I suppose Mr. Forsyth used his own judgment, as I should have done if I had had no cross-sections.

Q. How did he make the survey; did he have your cross-sections?—A. No, sir; I think not.

By Mr. WILSON:

Q. Could he have had them if he wanted them?—A. He could have had them if he had applied at the office for them.

By Mr. STEWART:

Q. This was under Mr. Phillips; he was the engineer?—A. Yes, sir.

Q. What relations were there between your office and Mr. Forsyth's office?—A. I think the relations were very pleasant. Mr. Phillips and Mr. Forsyth used to have a spat occasionally, but I do not think there were any hard feelings between them at all.

Q. When Mr. Forsyth made a measurement, did he take your cross-sections usually to figure it up from?—A. No, sir; I think not. Sometimes I have given when he has requested it. I have sometimes made a measurement of a grading, and handed it over to him, and he has incorporated that in his vouchers.

Q. But on this occasion he did not have the cross-sections at all?—A. No, sir.

Q. How did he make the measurement which he measured after the work was done—how did he make the measurement without the cross-section?—A. I have had to do the same thing myself, sometimes, and I have done the best I could; I suppose he did the same.

Q. There is just as much evidence now to show what it was originally as immediately after the work was done?—A. No, sir; I think not. The banks have been cut down more or less. Where the street has been terraced the terraces have been reduced two or three feet, so that they would not show the height of the original cut.

Q. Immediately after the work was done, or at the time he measured, could he see the height of the original cut?—A. Yes, sir; I presume so.

Q. You took cross sections on the street; how did the street compare with the banks at that time; had it been graded at all, or was it level with the natural ground?—A. The street was uniform with all the old streets, of about the same character; the curbs were set, and the street in the center was crowned up about a foot and a half.

Q. Was it lower or higher than the ground on either side, taking the average? Now, I want to ascertain if a man went there, attempting to get at it, whether, there being no cross-sections, he would be most likely to make the quantity less or greater—that is to say, would the surrounding ground furnish a good index or not?—A. I think it was a very difficult street to measure without cross-sections, from the fact that the street was—that there were short, sharp rises and grades. For instance, there would be a cut of eight feet in the middle of the square and nothing at either end, and a man would have to average that all over the street the best way he could, which was a very difficult matter.

Q. Without cross-sections at either end there might be none at all, but the surrounding ground would indicate that it was pretty nearly level?—A. Yes, sir.

Q. And they would not know the fact that the intersection had been graded up from the surrounding ground accurately?—A. No, sir; I do not think they would. I think it was a very hard piece of work to measure. I think any man was liable to err who used his own judgment.

Q. Did you ever call the attention of Mr. Forsyth to the fact that you had these cross sections; did he know you had them?—A. One of the first orders I received from Mr. Mullett, when I came here, was to make cross-sections, and I think Mr. Mullett directed Mr. Forsyth at that time—I will not be positive about that, but I think Mr. Mullett directed Mr. Forsyth to use these cross-sections in his measurements. As I say, I will not be positive about that, but I know there was something said about it; but very often, if Mr. Forsyth had come to our office for a cross section, he would not have got it, because we did not have it.

Q. A great many times you did not have it?—A. A great many times we would not have it, because it was impossible for us to get them on account of want of time.

Q. Did you have this in the office where he could have got it at the time he made the measurements?—A. Yes, sir. This was in the office at the time he made his measurements.

Q. Have you any reason to suppose that he knew it?—A. I do not know whether he did or not.

Q. They were sort of independent institutions, these two offices?—A. Yes, sir.

What difference did you make in the amount?—A. I have not that amount here, sir.

Mr. WILSON. It will be found on page 2260.

The WITNESS. Mr. Bickersderfer makes it 26,437 yards, and Mr. Forsyth 41,000 yards.

Mr. STEWART. He makes an overestimate for grading, supposing all the grading is to be paid for to the grading contractor, 14,441 yards?—A. Yes, sir.

Q. "Allowed to contractors, 43,870 yards?"—A. "Allowed to contractors, 41,000 yards." You are looking at East Capitol street. This is just above that.

Q. Without deducting two feet, it is 14,000 yards?—A. Yes, sir.

Q. That would be just about what you would find, averaging it up?—A. I am unable to answer that question.

Q. How near would it come?—A. I see Mr. Forsyth made a general average; I suppose the same as I would. He, for instance, would go over the street, and, looking at it carefully, may have said the grading there was three or four feet deep all over it; and I may have said, walking over it, that it was  $2\frac{1}{2}$  or even 5 feet.

Q. What depth would it make it to bring out his quantity on Twelfth street—what average depth?—A. About four feet.

Q. Did you ever measure up for contractors' work that they had done? You say that you have measured it frequently when you had no cross-sections; did you ever measure up when you did have cross-sections?—A. Doubtless.

Q. Did you ever allow them any more than was contained in the cross-sections?—A. No, sir.

Q. When you did not have cross-sections, you had to guess?—A. I had to do the best I could. I had to use my own judgment. I think my judgment is perhaps as good as any one's on that, and I suppose every other engineer thinks the same.

Q. It is a mere matter of judgment; anybody in the world might be mistaken without cross-sections?—A. Yes, sir.

Q. Is it possible to go out here and measure the amount of grading upon any one of these streets without cross-sections?—A. No, sir; not accurately.

Q. You might approximate it very nearly and you might be a good ways from the mark?—A. Yes, sir.

Q. In this instance you do not know whether he knew you had any cross-sections or not?—A. No, sir; I do not.

Q. There was no communication between the two offices, so that what you had would be in his possession as a matter of business routine?—A. No, sir.

By Mr. WILSON:

Q. Was Mr. Forsyth no part of the engineer's office; was he an outsider measuring up work?—A. Mr. Forsyth had an office in the city hall, and used to do most of his business there.

Q. Was he an outsider, entirely disconnected with the engineer's department?—A. O, no, sir.

Q. There was no particular difficulty in his getting hold of these cross-sections?—A. He could have had them if he had come for them.



Q. But he did not come for them?—A. No, sir.

Q. Was he one of the assistants of the engineer's department?—A. Yes, sir.

Q. Has he been measuring up a good deal of work?—A. Yes, sir; he has measured up considerable work.

Q. He is tolerably familiar with the affairs of the engineer's office?—A. Yes, sir; I think so.

Q. Is he frequently there?—A. Well, of course, not as much as the rest of us; but he is there, out and in.

Q. There was no ignorance on his part about what you had about that office; you did not conceal from him that you had cross sections?—A. No, sir; not by any means.

Q. What do you say about East Capitol street?—A. East Capitol street was one of those unfortunate things, like New Hampshire avenue. There were three or four contractors down there. The first contractors got quarreling among themselves, and the contract was taken away from them, and Mr. Danenhower was sent out to make a measurement. He made them a measurement of about 11,000 yards. As I understand it, afterward that contract was awarded to Walsh & Gleason, and Mr. Forsyth made a measurement of of 32,000 yards. They were both partial measurements, and, in making up the final measurements, both those partial measurements were added together, whereas they should not have been.

Q. That is the way that came about?—A. That is the only explanation I can make of it.

Q. Well, it is wrong, is it not?—A. O, certainly, sir.

Q. And the property holders have been largely overcharged, then, for work done on that street?—A. Yes, sir.

Q. Is there any question about that?—A. No, sir; I do not think there is.

Q. There is a large overcharge for curbing, is there not, as well as on Twelfth street?—A. Yes, sir.

Q. Mr. Forsyth happened to get mixed into that thing in some way or another?—A. I do not know about the circumstances. I was away at the time. I have had it called to my attention since. Mr. Oertly, I think, signed that voucher, and he and I have looked the matter over, and I think that is the way it occurred. I think there is no doubt about it.

By the CHAIRMAN:

Q. Who made the final estimate?—A. The final estimate is signed by Mr. Oertly; but the estimate was made finally in portions; that is, the grading was made final at one time. The curb and the wooden pavement, and all of those partial estimates, were put together, and made a final estimate of. In that way the thing got very much mixed up.

By Mr. WILSON:

Q. You say Mr. Oertly signed that paper. Is it or not the fact that the engineer is compelled necessarily to rely upon his assistants?—A. Yes, sir; of course it is.

Q. And is it or not the fact that when one of your assistants has gone out and gone over the street or the avenue and made a measurement, and he comes back to you for your indorsement of his measurement, that you sign that as a matter of form, relying upon the accuracy of his work?—A. I would test those engineers' measurements until I found they were careful and accurate men, and then, after having done that, if a measurement of theirs came in, I would certify it at the time,

because I can readily understand how a man can certify to a voucher which he conceives is right at the time, and sign it, and afterward find out it is all wrong.

Q. That is a thing that may often occur?—A. Yes, sir. I would not go back on one of my boys when he brought in a measurement. I have so much confidence in every one of them that I believe they will do the best they can. I believe they would cut off their right hand, either of them, sooner than make a fraudulent measurement.

Q. And so, having confidence in them, when those papers are presented to you you indorse them, taking it for granted that they are correct?—A. Yes, sir; I do.

Q. Were you sent out recently by Governor Shepherd to make a measurement of some of Mr. Oertly's work—this work that has been referred to here in Mr. Cluss's testimony?—A. Yes, sir.

Q. Did you have any cross-sections with which to make that measurement?—A. No, sir.

Q. Have there ever been any cross-sections made there?—A. No, sir.

Q. Has there been a large amount of work done there?—A. Yes, sir.

Q. What is the character of it?—A. Grading.

Q. Cutting through a hill?—A. Yes, sir; it is cutting through a hill.

Q. Do you know the purpose for which a large amount of that excavation was done there?—A. I think all that excavation was hauled into the canal.

Q. Was there any sand or gravel got out of there?—A. Well, it has that appearance. There are large holes dug there, six or eight feet, perhaps, or more, below grade.

Q. Which will have to be filled up again?—A. Yes, sir.

Q. Was there not a mistake there?—A. Yes, sir; I am sorry to say that I found a mistake there of Mr. Oertly's.

Q. Of over \$4,000 in \$17,000?—A. Yes, sir.

Q. Did you measure any of the other places that Mr. Cluss spoke about in connection with that matter?—A. No, sir.

Q. Were you directed to make any other than that?—A. No, sir.

Q. After you made that you quit?—A. Yes, sir.

Q. You do not know whether the others were right or not?—A. No, sir.

Q. Was that measurement made by Mr. Oertly a regular or irregular measurement?—A. Well, it was one of that kind of measurements where he was directed by the governor to make it; at least, I presume it was by the governor.

Q. Do you know anything in regard to these measurements that were made by Mr. Oertly of work that was done last summer around Government property, on account of which the District government is now seeking to get an appropriation?—A. No, sir; I know nothing whatever about it.

Q. Did you have anything to do with it?—A. No, sir.

Q. Did you know that Mr. Oertly was making them?—A. Yes, sir: I do not think I knew it at the time: I may have heard afterward that he was with Colonel Samo and Mr. Forsyth measuring up Government work.

Q. Was that work that was being regularly done under the supervision of the engineer's office, or was it done under the order of the governor or vice-president, so far as Mr. Oertly was concerned?—A. I do not think I understand your question.

Q. Was Mr. Oertly acting under the direction of the engineer's office,

or was he acting under the direction of the governor or vice-president ?—I think he was acting under the direction of Governor Shepherd.

Q. Do you remember of his bringing in his reports; did you ever see them ?—A. No, sir.

Q. Was there any data in the engineer's office by which you could have sat down and tested the accuracy of what Mr. Oertly, Mr. Sams, and Mr. Forsyth had done ?—A. So far as the work was done by the board, and so far as the matter of grading—and we had cross-sections—I could have tested the accuracy of this wood pavement, or anything of that kind; we could have made a measurement for the Government as well as for the board.

Q. Did you have the data in your office by which you could test the accuracy of it ?—A. I think not, in all cases; no, sir.

Q. So that, in making any approval of these measurements that were brought in by Mr. Oertly, by Mr. Cluss, or by yourself, if you happened to do any of it, you would have to rely upon Mr. Oertly alone, would you, or measurably so ?—A. Yes, sir.

Q. How long would it have taken you, as an engineer, to have taken the amount of work that has been referred to in that connection and have tested its accuracy ?—A. I can hardly answer that question: it is difficult to say.

Q. Well, about how long do you think it would have taken; you know something about where this work was done, do you not ?—A. Yes, sir. The work was scattered in such shape and payments were made in such shape, the work was apportioned between the property-owners and the Government in such a way, that it was a very difficult matter to get at it; still, so far as the quantities are concerned, in a great many cases, or perhaps a large majority, I could have accurately measured the work.

Q. I am speaking about how long it would have taken you, taking that just as it was—you had to apportion that to the Government, set apart to the private property that belonged to the private property—how long would it have taken you as an engineer, after Mr. Oertly had brought these estimates into the office, to have tested the accuracy of that work ?—A. It would not have taken a great while if we had only compared them without vouchers. If we had had to have gone over and remeasured it, it would have taken some time.

Q. Now, Mr. Oertly having gone out on the ground, by the direction of the governor, and reported these measurements, or estimates, or whatever you call them, would you, as an engineer, have felt justified in endorsing them approved if you had been called upon to do so ?—A. Well, sir, I do not think I should have hesitated at all, if Mr. Oertly should bring a measurement to me, and tell me that it was all right, in approving it.

Q. And if it turned out to be all wrong, you should not have regarded yourself as the responsible party ?—No, sir; I should simply have—

By Mr. STEWART:

Q. I have this voucher for East Capitol street; take it, if you please, and explain how you think that mistake occurred.—A. This first measurement for William A. Fletcher was made at the time their contract was canceled, July 22. I was away at the time, but this was made by one of our assistants, Mr. Danenhower, 11,400 yards of grading, certified to by Mr. Oertly. Then the contract was awarded to Walsh & Gleason to finish it up, and this was measured November 1, 1872, by Mr. Forsyth, and here there is 32,470 yards. Now, I pre-



sume that amount includes this 11,400 yards; but those were both considered as final measurements, and charged against the street accordingly—43,000 yards against the street.

Q. You account for that in the same way as you account for the intersection of New Hampshire and Virginia avenues?—Yes, sir; exactly.

Q. That one surveyor had gone there, and Mr. Forsyth did not know that he had been there?—A. Yes, sir.

Q. Do you regard anything as wrong about that?—A. I do not.

Q. But only as one of those natural mistakes that sometimes do happen?—A. Yes, sir.

Q. You say that you would certify Mr. Oertly's work?—A. Yes, sir.

Q. You would not if you had thought at the time that there was anything wrong about it?—A. No, sir; I would not.

Q. You have been certifying it up to the present time, have you not?—A. Yes, sir.

Q. Do you regard Mr. Oertly as a competent man?—A. I do. I have no reason to think otherwise.

Q. You have no reason to think but what Mr. Oertly is a square man?—A. No, sir.

Q. You have considerable knowledge on this subject. I want to know whether the measurements which we have here are a fair average of the surveys for the measurements which have been made in the city. Will the errors which we have before us generally appear in all the streets?—A. Well, sir, I do not know, from the fact that I have never tested any of them a second time—either Oertly's or Forsyth's.

Q. Taking New Hampshire avenue, Twelfth street, and East Capitol street, and those streets which have been measured and exhibited here, are they about a fair average of the work of the city?—A. Well, no; I think not. I think most of the work, or a great deal of it, has been done accurately, and will stand a pretty severe test. A great deal of the work has been done hurriedly, and, as I have testified here two or three times, it was utterly impossible—

Q. Have we now, so far as you know, got at the most glaring mistakes, or have we about a fair average of the thing?—A. Well, sir, I do not know about that. I do not know but that there are other mistakes. I did not know of these until they came out here.

Q. You do not know but that there are others?—A. I do not know that there are others. I should not be astonished if you were to find others.

Q. Nor I either. Do you regard these as mistakes or frauds?—A. I think we are all liable to mistakes, sir; I think I am as liable to mistakes as anybody; I do not consider myself infallible, but what I mean is, I do not think anybody has made any intentional mistakes. If they are mistakes they are innocent mistakes.

Q. If there had been any schemes for the invention of mistakes and fraudulent transactions, (you have been connected with this from the beginning,) would you or not have known something about it?—A. I think I should have known something about it, since I have had charge of the estimates, anyhow.

Q. You have been connected with it how long?—A. Since the last of November, 1871.

Q. You have had no reason to have suspicion of the parties who were measuring here of any intentional wrong?—A. No, sir; I have not.

By the CHAIRMAN:

Q. You say that you frequently received orders from Governor Shep-

herd, who was vice-president of the board of public works and executive officer of the board to make measurements ?—A. Yes, sir.

Q. In all instances you communicated that fact to the engineer in charge ?—A. I did; yes, sir. I was particularly careful always to do that. I adopt the same rule with my own assistants; if they should go out and do anything of the kind without my knowledge, I should reprimand them.

Q. You, therefore, in every instance reported to Mr. Cluss or Mr. Phillips, whoever was chief in charge at the time ?—A. Yes, sir.

Q. Did Mr. Cluss make objections to your receiving orders in that way from the executive officer of the board ?—A. No, sir; I do not think he did. Well, he possibly might have made objections to my receiving them. I misunderstood your question.

Q. Did he make objection to your receiving them ?—A. I think he did; yes, sir.

Q. What did he say ?—A. Well, he said he thought the application should be directed to him, and then he would instruct me to make the measurements.

Q. Are those orders generally in writing ?—A. Yes, sir; I think they are. Occasionally I got a slip of paper or a card from the governor in lead-pencil directing me to make a measurement for some party. Sometimes I made the measurements.

Q. And then you passed it over to Mr. Cluss ?—A. Well, I would not always do that, but I would go and make a measurement and report it to Mr. Cluss.

Q. Reported it that you did it for the governor ?—A. Yes, sir.

Q. And he said, sometimes, that these orders ought to come through him ?—A. Well, I think he said that at all times.

Q. What was your reply to that ?—A. The reason I always took those things to him was, because I knew he wanted to see them. If there was anything wrong, I would rather it would be between him and the governor than fall on my shoulders.

Q. Did you ever communicate to the vice-president that Mr. Cluss objected to his giving you orders ?—A. No, sir; I do not think I did. I may have done so in one or two cases where I did something at his request, and Mr. Cluss afterward told me that he wanted to see all such things.

Q. Did the vice president ever direct you in any of those orders, either verbally or written, not to communicate with Mr. Cluss ?—A. No, sir.

Q. How do you account for his communicating directly with you rather than sending these orders through Mr. Cluss ?—A. Well, sir, I do not know, unless he was in a hurry, perhaps, for it.

Q. He never explained to you in any way why it was ?—A. No.

Q. I suppose, if those orders had been addressed to the engineer in charge, Mr. Cluss, they would have been proper orders then, would they not ?—A. Yes, sir.

Q. What would Mr. Cluss likely have done with them ?—A. He would, probably, have referred the matter to me to make the measurements.

Q. Suppose you had been out of the office engaged in making measurements, what would he have done then ?—A. He may have sent it to me, or possibly have waited until I came in, or directed some of the boys, if any of them were there, to make the measurement, and probably he would have told me about it the next time he saw me.

Q. Do you think he would ever have asked Mr. Oertly to make measurements?—A. Yes, sir; I know no reason why he should not.

Q. Did Mr. Cluss communicate to you any doubt as to the ability or integrity of Mr. Oertly as an engineer?—A. No, sir.

Q. Did you ever communicate to him any doubt upon that subject?—A. No, sir.

Q. Turn, if you please, to page 2129 of the testimony. There is a voucher, or estimate, rather, which seems to have been made by Mr. Oertly.—A. I observe it, sir.

Q. Is that a partial or final estimate?—A. That is a partial estimate, I presume; all final estimates are put on regular vouchers, and go through the office.

Q. This is a partial estimate?—A. Yes, sir.

Q. Now, will you call my attention to the particular street that you measured the other day, as indicated upon that voucher?—A. "E street, southwest, from Tenth to Thirteenth, grading and hauling to the canal, \$17,765.25."

Q. That is the work that you measured recently, is it?—A. Yes, sir.

Q. Did you measure the whole of the work done?—A. No, sir; I did not.

Q. What work did you measure?—A. Only E street, southwest, from Tenth to Thirteenth.

Q. Did you measure all the work done on that street?—A. Yes, sir.

Q. All the work that has been done up to this time?—A. Yes, sir.

Q. You found an overestimate?—A. I will correct that statement. I did not measure all the work that I found down, but I measured the work which Mr. Oertly told me he measured. Mr. Oertly was with me at the time, and pointed out what he had measured, and that made the same measurement. Between Twelfth and Thirteenth streets was a large hole, from which sand had been taken seven or eight or ten feet below the grade. I have nothing to do with that.

Q. You did not measure that?—A. No, sir.

Q. Has there been any over-work done there since Mr. Oertly's measurement?—A. No, sir; I think not.

Q. How much of an overestimate was made there?—A. I have forgotten. I think it was somewhere between four and five thousand dollars.

Q. Did Mr. Oertly accompany you when you made this measurement?—A. He did.

Q. Did he assist you in making it?—A. He did; yes, sir.

Q. What explanation did he make of his mistake?—A. Well, he simply said it was a mistake, and that he had taken the street as 90 feet wide, when in reality it was only about 50 feet. I think he said that Gleason told him that he would have it all down before he asked for another estimate, or something of the kind. At any rate, something of that kind led Mr. Oertly into that mistake—some promise that Gleason was to do the work.

By Mr. WILSON:

Q. That is to say, he made the mistake of taking Mr. Gleason's word for it, that he would do the work, which was not done?—A. Yes, sir.

By the CHAIRMAN:

Q. This is the piece of work that Mr. Cluss testified to as being so far wrong that it amounted to a fraud, is it not?—A. Yes, sir; I believe so.



Q. You say that you have not measured any of the remainder of this work?—A. No, sir.

Q. Has there been any final estimate made of any of this work?—A. No, sir.

Q. Do you know how much Mr. Gleason has been paid upon this work?—A. The auditor informs me that there has been paid \$140,000 of \$148,230; so that he has over \$8,000 left on that work.

By Mr. HAMILTON:

Q. That is the usual per cent. kept back, is it?—A. No, sir. I presume this \$8,000 may apply to that grading particularly, or to some particular portions of this. I see included here is F street, between Sixth and Ninth. I think that has been finally settled for.

By the CHAIRMAN:

Q. Do you know how much of this work has been finally settled for? Has this large item of \$56,000 been finally estimated?—A. Yes, sir; F street, between Sixth and Ninth, and Seventh street, from E to G, have been finally settled, I think, and also Rhode Island avenue; making some \$63,000.

Q. Are you still in the engineer's office?—A. Yes, sir.

Q. You made some allusion to tables and statements made up by Mr. Cluss in answer to Mr. Wilson's question; did you assist in making up these?—A. Yes, sir. Mr. Cluss, I think a week ago last Saturday, informed me that he had been summoned before the committee, and that he had some questions to answer, and directed me to help him or assist him to get these up.

Q. Which you did?—A. I did, sir.

Q. Then you made up these tables and statements from the records in your office?—A. I did; yes, sir; and assisted him as well as I could.

Q. That included, of course, the cost of these main sewers?—A. Yes, sir.

Q. And the cost of the avenues?—A. Yes, sir.

Q. And the work generally?—A. Yes, sir.

Q. There was a skeleton map thrown out before the committee that day; did you assist in the making of that?—A. That was an assessment of Pennsylvania avenue. Mr. Cluss directed myself and Mr. Danenhowe, and our computer, Mr. Alexander, to make an assessment on Pennsylvania avenue east, from First to Seventh street. We did make such an assessment. Mr. Cluss brought the plan up here; the principle is the same as that upon which all the assessments have been made, excepting that it is a simplification or modification of it.

By the CHAIRMAN:

Q. I remember now what you allude to; you made two assessments?—A. Yes, sir.

Q. This work on Twelfth street, that Senator Stewart inquired of you about, you have no knowledge of, whatever?—No, sir.

Q. You never measured it yourself?—A. No, sir.

Q. Could you have made an accurate measurement of that work if you had been applied to at the time?—A. I could; yes, sir; I could have made the same one that I furnished Mr. Blickensderfer.

Q. Did you make the measurement for Mr. Blickensderfer?—A. I plotted the cross sections and calculated the quantities, and turned them over to Mr. Blickensderfer for him to examine.

Q. Now, sir, explain, if you please, how you made that assessment.—A. In the first place, we want to determine exactly what the Govern-

ment pays the whole cost of. For that purpose we drew the center-line around this reservation between Fourth and Sixth streets; we charged to the Government everything within those lines. And then we took the cost of the street from First street to Fourth street, and from Seventh to Eighth, the total cost, and two-thirds of that amount we charged to the Government direct. Then we took the number of front feet from the center-line of Sixth street to the center-line of Seventh street; also the number of front feet from the center-line of Fourth street to First street, including all the intersections of streets. The number of dollars, or rather one-third of the cost between First and Fourth and Sixth and Seventh, was divided by the total number of front feet, intersections and all; that gave us a rate of, I think, about ten dollars a foot. Then we charged private property ten dollars, intersections ten dollars, Government property ten dollars, wherever it may be. Take, for instance, the intersection of Third street, that is 90 feet wide; the cost of the intersection would be ten dollars a foot, or \$900. One-half of that we charged to Third street, and the other half to the avenue. In our other way of assessing, the difficulty is that there are so many intersections. There are three streets coming in together, and we have to find the quantity of paving and grading, &c., in that intersection, and charge one-third of it to each street.

By the CHAIRMAN:

Q. Have you ever had any directions with reference to the measurement of Government reservations and avenues as to exactly what should, or should not, be included?—A. No, sir; I will simply state that this is only my opinion of how an avenue should be done. I will say that the statement of Mr. Oertly, which he made, of the assessment on Pennsylvania avenue east, and this assessment of ours agree, except we have charged to the intersection of streets \$20,000, and they have only charged \$7,000. In other words, the amount due the Government by our assessment is \$232,000; but we have charged \$20,000 to intersections, and they have only charged \$7,000; so that it brings that up to \$14,000 more, or makes it \$246,000.

By Mr. STEWART:

Q. You have been over all these mistakes that were ascertained by Mr. Blickensderfer yourself, and you know where you can get at them readily in the record?—A. Yes, sir.

Q. Can you make up in a little while a statement from the record of these errors which have been detected, and ascertain how much money has been overpaid to contractors where they are finally settled with, so that the District has lost; how much the contractors have got by reason of the mistakes that have already been discovered in this testimony?—A. I will do so. You mean the mistakes discovered by Mr. Blickensderfer?

Q. All you have discovered in the work where contractors have been paid; all that have been testified to here by you or him.—A. I have not tested any of those.

Q. I mean all that are in proof before the committee. I want to see what the aggregate of these errors is in payment to the contractors, how much contractors have received in consequence of these errors that have been discovered during the investigation, above what they ought.—A. I will do so, sir.

By Mr. STANTON:

Q. In some of the instances in which you have furnished cross-sec-

tions to Mr. Blickensderfer, had there not been some work done before the cross-section was taken?—A. Yes, sir.

Q. That was the case in respect to New Hampshire avenue, to some extent?—A. Yes, sir.

Q. And it was the case, also, on Maryland avenue, was it not?—A. Yes, sir; I presume so. The cross section shows a depression in the center of the street; I suppose it was cut out before.

Q. May it not have been so in others also?—A. Yes, sir; I presume so.

By Mr. MATTINGLY :

Q. Do you know anything about alteration of figures over Mr. Cluss's signature, in the account of Seventeenth street?—A. I know I asked our clerk about that, and he said that Mr. Oertly had put down the figures on Seventeenth street, and he had inked those figures over just as they were by Mr. Oertly, so that he would know how it came there.

Q. That was all the alteration that was made?—A. That is all that I know of; yes, sir.

The CHAIRMAN, to Mr. Mattingly: I do not think Mr. Cluss said that it was an alteration. He stated that the amounts were inserted, I think, after he had made his certificate.

Mr. MATTINGLY. That is what I understood him, and I understand Mr. Barney's statement, it was not an insertion afterward.

The WITNESS. I will not say that I do not know. I asked the clerk about it, and he said those figures were put in pencil, and he inked them over; when he did that I do not know.

By Mr. MATTINGLY :

Q. Do you know anything about the mistake testified to by Mr. Cluss as made by Mr. Forsyth on M street?—A. The only recollection I have of that was, that myself and one of my assistants made a measurement and Mr. Forsyth also made a measurement, and I think we came out within two yards. How the mistake occurred I do not recollect, or what it was. I know there was some trouble about it.

Q. It was two yards and not 2,000 yards?—A. I do know that I and Mr. Forsyth made a measurement, and we came within two yards of each other.

Q. Well, sir, was not that coming pretty close for two engineers?—A. I should say it was.

Q. Was that not the amount that was returned, and on which the street was assessed?—A. I really have forgotten.

Q. You do not remember positively?—A. No, sir; I would not like to say, because I do not recollect. I know that we made the measurement, and we came out within two yards of each other.

Q. Mr. Cluss testified as to an error of Mr. Forsyth in the measurement of the De Golyer pavement east of the Capitol; do you know anything about that?—A. I know that there was such an error discovered, and that Mr. Cluss went over Pennsylvania avenue and found that there was a discrepancy there; but I have understood since that time that that was owing to the railroad-track not being taken out.

Q. Do you know anything about the error testified to on B street, between Second and Third—whether it was not a mere clerical error in the carrying out of a figure?—A. I am not positive about that, sir. I have understood since that such was the case. Those errors were brought to light before I had anything to do with the measurement. I simply recollect that there were such things, and that they were corrected, and I supposed were all right.



Q. Were not errors frequent in the engineer's office--necessarily so from the magnitude of the work that you were doing--and were they not mutually corrected--sometimes corrected in the auditor's office, and sometimes in your own office?--A. Yes, sir. I do not mean to say that we are infallible. I have found errors after I have approved a voucher. I have found errors after a voucher has gone to the auditor's office, and corrected it there. In many instances I found that.

Q. Do you remember requesting Mr. Forsyth to measure Connolly's work on Massachusetts avenue?--A. Yes, sir, I did request him to do that, though I asked Mr. Cluss about that in the first place. I told him I had no figures, and I did not feel like making a measurement there, because it was such a difficult place. I asked him if I could not send the matter to Mr. Forsyth to be measured. He told me to do so, and I think I gave it to one of the clerks, and sent it up to Mr. Forsyth, and ask him if he would not be good enough to make that measurement.

Q. Mr. Wilson asked you a little while ago about the flagging of John O. Evans, in cases where John O. Evans was allowed 90 cents for some flagging and a dollar and a quarter for others; is it not fair to answer that they were different kinds of flagging?--A. I should certainly say so.

Q. It ought to be, ought it not?--A. Yes, sir.

Q. When you made cross-sections, did you send copies of them to Mr. Forsyth?--A. No, sir.

Q. You referred to a letter from Mr. Mullett to you requesting you to make cross-sections. There is a prior letter, December 19, 1871. State whether that is a letter that you received in relation to grades and levels.--A. Yes, sir; it is as follows:

BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA.

*Washington, D. C., December 19, 1871.*

SIR: From and after this date all grades and levels in the city of Washington will be given to contractors by you, or under your supervision; you will be held responsible for their correctness, and no other persons will be permitted to give grades unless specially ordered by me. The data will be furnished by B. Oertly, engineer in charge of office.

Very respectfully,

A. B. MULLETT,  
*Chief Engineer.*

CHAS. E. BARNEY, Esq.,  
*Assistant Engineer.*

Q. Now, state whether that is the letter to which you referred?--A. Yes, sir; that is the one.

Q. I will read this letter:

BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA.

*Washington, D. C., December 29, 1871.*

SIR: In giving grades for the commencement of any work, you will take cross-sections of the surface every one hundred feet, and oftener, if necessary.

These cross-sections are to be used in preparing your estimate, and be filed in this office.

A copy will be furnished the assistant in charge of measurements for his information.

Very respectfully, &c.,

A. B. MULLETT,  
*Chief Engineer.*

CHARLES E. BARNEY, Esq.,  
*Assistant Engineer.*

Who was the assistant in charge of measurements at that time?--A. Mr. Forsyth.

Q. Did you furnish the copies referred to?--A. No, sir; I think not.

By the CHAIRMAN:

Q. When did Mr. Forsyth cease to be engineer in charge of measure-

ments?—A. I think about a year ago; I think it was about the 1st of May, 1873. It may have been later.

Q. Did you take his place?—A. Yes, sir.

Q. You think it was about the 1st of May, 1873?—A. Yes, sir: I think so.

Q. Was the change made by an order of the board?—A. Yes, sir.

Q. In writing?—A. Yes, sir.

Mr. MATTINGLY. I desire to introduce, in this connection, two other letters from the records of the board; one directed to Mr. Oertly and one to Mr. Forsyth, communicating the contents of these other letters.

BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA.

*Washington, D. C., December 29, 1871.*

Sir: I have directed Charles E. Barney, esq., assistant engineer, to take cross-sections every 100 feet before commencing work on any improvement hereafter.

You will please carefully file these cross-sections, and furnish Mr. Forsyth, esq., assistant engineer, with copies of the same for use in making the final measurements.

Very respectfully, &c.

A. B. MULLETT,

*Chief Engineer.*

B. OERTLY, Esq., *Assistant Engineer.*

BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA.

*Washington, D. C., December 29, 1871.*

Sir: I have directed Chas. E. Barney, esq., assistant engineer, to take cross-sections of the surface every one hundred feet, and oftener if necessary, when giving grades for the commencement of work. I have directed that a copy be furnished you for your information, and you will in all cases use, and be governed by it, in making measurement of work.

Very respectfully,

A. B. MULLETT,

*Chief Engineer.*

WM. FORSYTH, Esq., *Assistant Engineer.*

By Mr. WILSON :

Q. What are those papers?—A. A portion of these are copies of vouchers on file in our office, and another portion are estimates on work to be done.

Q. Who made the estimates?—A. These are signed by Mr. Cluss.

Q. I am speaking about the estimate itself, the work that is done.—

A. Mr. Oertly.

Q. Now you say it is signed by Mr. Cluss. In what way is it signed by Mr. Cluss?—A. "Estimate of voucher on file." He signed that.

Q. Read what he has signed, and tell where it is on the margin.—A. "Estimate of voucher on file, Adolph Cluss, engineer in charge."

Q. Where is that?—A. That is in red ink on the margin—on the left-hand margin.

Q. Look at the next one, and see what this is.—A. It is the same. They are the same all through.

Q. It is simply a note on the left hand margin, showing the character of the paper?—A. Yes, sir.

Q. It is not a certificate by Cluss of anything?—A. No, sir.

Q. He has not certified to any of these measurements, or any of these vouchers?—A. No, sir.

Q. Do you know when that work was done that is set forth in these papers?—A. I presume this work was done during the summer of 1873, most of it.

Q. And that is the work on account of which the board of public works is now asking for appropriations from the Government?—A. Yes, sir.

Q. And those papers were made up, if I understand you, by Mr. Oertly?—A. Yes, sir.

Q. Do you know by whose directions he made them up?—A. I do not.

Q. Do you know when he was at work at it?—A. I think I remember the circumstances of his working at them, but what time I am unable to say. He was working at them in our office.

Q. I would ask you to state how long it would take you, as an engineer, to take that pile of vouchers and verify all the work that is set forth there, setting apart to the Government the work that has been done, that which appertained to the Government property, and should be paid for by the Government, and setting apart the private property, that which the private property-holders should pay, and test its accuracy.—A. I do not think it would take a great while, from the fact that we have most of these measurements in the office already made.

Q. It would not take a great while if you took Mr. Oertly's statements as being accurate?—A. These are not all of Mr. Oertly's statements. Some of these are copies of vouchers which are signed by myself, and also signed by Mr. Cluss.

Q. What I mean is this: if you as an engineer should take this estimate to be correct, it would not take you very long to verify; but suppose you were to be called upon to be certain as to the accuracy of those things, then how would it be?—A. If my reputation depended upon it, I would go over them—every one of them. I hardly know how long it would take me to do that. It would be a pretty difficult matter to tell the time it would take to do this work. I presume two or three weeks, with plenty of help. I should want plenty of help, and not want anything else to do.

By the CHAIRMAN:

Q. There are two kinds of papers here, are there not?—A. Yes, sir: one is vouchers for work actually done, and the other the estimate of work to be done.

Q. It would not take you long to go over that, would it—the estimate for work to be done?—A. I suppose a great many of these are for work that is estimated for.

Q. But you could sit down in the office and make an estimate for work to be done?—A. O, yes, sir.

Q. Those two classes then, comprise that list?—A. Yes, sir.

Q. Work done, and work to be done?—A. Yes, sir.

Q. The vouchers there for work done are the vouchers for money paid to the contractors?—A. Yes, sir.

Q. They assume to be the exact amount paid to the contractors?—A. Yes, sir.

Q. You say some of those are yours?—A. Yes, sir; I think most of these vouchers were signed by myself.

Q. In the estimate for work to be done, the prices are estimated as well as the quantities?—A. Yes, sir.

Q. Who made up these estimates for work to be done?—A. This is Mr. Oertly's.

Q. He made them up?—A. Yes, sir; in the engineer's office.

Q. Do you know anything, personally, in relation to them?—A. No, sir.

Q. Did you at the time?—A. No, sir.

Q. You did not know he was working at them?—A. No, sir.

Q. You had nothing whatever to do with them?—A. No, sir.



By Mr. STEWART :

Q. How long would it take you to test the accuracy of those measurements—the general accuracy of them—by taking a map of the streets and a scale of it?—A. It would take only a short time.

Q. How correct would that be?—A. I usually determine the accuracy of my own assistants' measurements in that way—just taking the map, and walking along and seeing what has been done over the street, and then going back to the office and figuring it up.

Q. The scale of maps is generally substantially correct?—A. Yes, sir.

Q. So that the chief engineer can with a map test the accuracy of estimates of measurements sufficiently to see that there are no great errors?—A. Yes, sir.

Q. Will you please make that little figuring for me, and give it to me during the day, if you can?—A. Yes, sir.

WILLIAM FORSYTH recalled.

By Mr. STEWART :

Question. What is that book you have in your hand?—Answer. A book of measurements of different kinds of work done under the old corporation. This is headed "Fifth-ward measurement-book."

Q. Have you been making out an account that is chargeable to the avenues for work done for the old corporation for any purpose?—A. I have.

Q. Have you any data by which you can know when the work is chargeable to the avenue and when it is chargeable to the streets under the old corporation?—A. You will find that upon the vouchers that accompany the report.

Q. State how you arrived at the separation of the voucher, where in the same voucher there was a portion of the work done on the street and a portion on the avenues. How would you distinguish the work on the avenue from the work on the streets? He says he has predicated his estimates—his accounts—upon the separation of these accounts in part by you, where they were mixed entirely by you.—A. For instance, you wanted to find the flag footway and the gutter across North Carolina avenue and D street, west side of Third street, you will find the account of that, the cost of it, and the measurements, and you will find the voucher to correspond. There may be a dozen other flagways embraced.

Q. Will you read what there is in that book, and then state how you know it from that?—A. At this point that I have opened it, it is "the flag footway and gutter across North Carolina avenue and D street, west side of Third street." That is D street south—157 feet by 4, making 628 square feet of flagging, which, at 65 cents a foot, makes \$108.20; 157 by 20 cobblestone—349 yards, at 62 cents a yard, \$216.38; 157 feet by 25 and 15—772 yards of grading, at 19 cents a yard, \$138.13; 157 sixteen-inch flagging and gutter, 45 cents a foot, \$70.65. Total, \$833.36.

Q. How do you know that was on the avenue?—A. Because I measured it there.

Q. What is there on the book to show you it was there?—A. Because the heading of it reads so: "Flag footway and gutter across North Carolina avenue and D street, west side of Third east."

By the CHAIRMAN:

Q. When was that work done?—A. It was measured by me on the 11th of May, 1871; that is the date in this book.

By Mr. STEWART:

Q. This is the measurement across North Carolina avenue and D street. How do you know it should not be charged at D street?—A. It is a street intersection, they all being counted as avenues at these points.

Q. It is the intersection of North Carolina avenue and D street, the intersections being charged to the avenues?—A. Yes, sir.

Q. And that is for the intersection?—A. Yes, sir. In the old vouchers, by turning to the papers that Mr. Winter has on file, the number of the voucher will correspond. Now, here the first flag footway and gutter across Maryland avenue and D street, southwest, south and west side of Third street east, is the one I have already; the first one in this account is the one I have just read, [referring to paper handed to him by Mr. Winter.] The second one, across South Carolina avenue, west side of Third street, flag footway and gutter across South Carolina avenue, west side of Third street, 512 feet of flagging—

Q. I do not care about that; I simply want to know if you made these separations from memory or from a book memorandum?—A. They are all separated in the book.

Q. That is the data on which Mr. Winter bases his estimate, and that which applied to the avenues was taken from record evidence, and not from memory?—A. From records altogether, as far as I found them out.

By the CHAIRMAN:

Q. That is the book of 1871?—A. Yes, sir.

Q. How far back does that book go?—A. This book goes back to work done in 1870 and 1871.

Q. How did you get at the amount of work done, for example, in 1824 on the voucher?—A. We got that from the vouchers that are furnished from the auditor's office, and from the office of the collector, and from officers connected with the city government.

Q. Do you find the exact data then separating avenues and cross-streets as now?—A. Just the same; every paper there will show what was done on the avenue at that time; you will find them marked on the bills themselves.

Q. You will find, then, the exact data of the amount of work done on the avenues as far back as 1815?—Yes, sir.

Mr. WINTERS. Here, for instance, here is a bill of 1837, in which the whole amount is chargeable to the avenue.

The CHAIRMAN. Mr. Winters, will you give me one where the work is divided?

Mr. WINTERS. I will do so, [witness proceeding to look for the same.]

The CHAIRMAN. While you are looking for that I should like Mr. Forsyth to explain to the committee something about the measurement on Twelfth street that Mr. Blickensderfer has been looking at.

Mr. FORSYTH. The measurement has been made by me. I believe it is right. The work has been done there in several places two or three different times by Mr. Clephane, and there have been different changes in the grade.

Q. That is, dug down and then filled up?—A. They have dug down two or three times and filled up.

Q. Is that the way you account for the discrepancy between your measurement and Mr. Blickensderfer?—A. That is the only way I can account for it. These changes in the grade had to be allowed for.

Q. Do you know from your personal knowledge that they dug below grade, and then filled up on that street?—A. I don't know of my own personal knowledge, but I was informed so by Mr. Clephane, the contractor.

Q. And you measure accordingly?—A. Yes, sir.

Q. Did you examine the cross-sections on that street?—A. I never had any of them myself furnished.

Q. Were there any cross-sections on that street?—A. Not that I am aware of, at that time.

Q. Did you inquire about cross-sections at the engineer's office?—A. I did not.

Q. We had a letter read here directing Mr. Barney to furnish you with cross-sections, and directing you to be governed by that.—A. The letter directed Mr. Barney to furnish me, and he never did furnish me with them.

Q. Where would be the place for them to furnish these cross sections to you?—A. Furnish them to me as that letter directed.

Q. In the engineer's office?—A. At my office in the city hall.

Q. Are you not an assistant engineer of the board of public works?—A. Yes, sir; but my office is in the city hall.

Q. Did the engineer of the board of public works have two offices?—A. The office of the records of the District of Columbia is in the city hall, and all the records of the whole county.

Q. And if you were directed to measure the street and wanted to have it correctly done, where would it naturally occur to you you would find the data—the cross sections, or whatever data there might be?—A. Get it from the engineer's office.

Q. Would not that naturally be one of the first places you would go to?—A. Well, he was to send this data to me if he had it. He did not do so.

Q. You would hardly expect Mr. Barney to furnish you with a large list of cross-sections at your office in the city hall. Would not it require the work of two or three clerks to do that—to furnish you copies of cross-sections of every street. Did you understand that to be the meaning of the order?—A. I did.

Q. And you never applied at the engineer's office for cross-sections?—A. I have frequently got the quantities from Mr. Barney to insert in the vouchers where they were prepared and ready.

Q. And you would go there and inquire?—A. I would.

Q. Did you, in this particular instance?—A. I do not know that I did.

Q. Do you know whether you did or not?—A. I do not think I did.

By Mr. STEWART:

Q. Have you figured down this with these cross-sections to see how your figuring compares?—A. No, sir.

Q. How did you ascertain that process?—A. By the measurements along the line of the street, the height of the banks as they appear now, and the actual digging that had been done in consequence of these changes that were pointed out to me.

Q. Who pointed out the changes?—A. Mr. Gleason. He was doing the work for Mr. Clephane at the time.

By Mr. WILSON:

Q. He was the man who was to get the money?—A. I presume that is so.

Q. He is a good man to apply to to get accurate information?—A. Well, whatever I did, Mr. Wilson, I wish you to understand I did it conscientiously and fairly. I don't want to be considered—



Mr. WILSON. I am not controverting that, Mr. Forsyth.

The WITNESS. If you had been a contractor, I would have done the same for you.

Q. Since you were on the stand there has been some testimony given in regard to the mode of making assessments, and I desire you to state how you went to work to make those assessments against the property holders on the various streets and avenues in the city. That is a matter that has been peculiarly within your charge, as I understand it.—A. The whole cost of the street was given to me by the board, and half the intersections of the different streets were deducted, or added in, as the case may be. The net cost was divided. One-third of the whole cost of the street was divided by the front feet of property bordering along the line of the street, which gave the rate per front foot.

Q. Then, according to that, before you could make an assessment on any street or avenue, you had to know the entire cost of that street or avenue?—A. Yes, sir.

Q. It had to be completed, and the work done, and you had to know what the cost was before you could make an assessment against the property?—A. That is so.

Q. Now, will you tell me how you managed to make the assessment of Massachusetts avenue, when the avenue is not finished?—A. I got the estimate of the balance between Twenty-second street from Mr. Barney, of the cost of the sodding and other work to be done there.

Q. There was not only sodding to be done, but footwalks to be laid; grading to be done, and carriage-way to be laid, so that in that case you did not wait until the street was completed, and got the actual cost; but you made your assessments in advance of the finishing of the street: is not that so?—A. That is so.

Q. Now, did you make the assessment against the property of Mr. Riggs, Mr. George W. Riggs, on that street? I do not know what street he does live on.

The WITNESS. Wherever he had property—yes, sir.

Q. Do you know of any case where you changed your assessments after you had made them; found that they were too large; and have given statements to property-holders that their assessments were erroneous?—A. Really, I cannot call to mind now; there may be.

Q. I mentioned Mr. Riggs, because I thought, perhaps, that would enable you to remember.

The WITNESS. Mr. Winter, have you any idea?

Mr. WINTER. There were some streets.

The WITNESS. I have no recollection of any, except it might be, perhaps, on C or D street; probably.

Mr. WILSON. If you do not remember, I will not press the matter.

Q. Do you know any other streets where assessments have been made against the property-owners before the street had been completed?—A. There has been an assessment made on Nineteenth street. The parking has not been done; that is all.

Q. Do you know any other street where that has been done?—A. I think not. I have no recollection of any other.

Q. Do you know of any case where you have made assessments against property which you ought not to have made?—A. I do not.

Q. How do you manage it about the trees—the number of the trees that are on the street or on an avenue—a great many of these have not been planted yet?—A. That is the business of the auditor. I only get the bills from the auditor. They allow a tree, I think, to every

twenty feet, so that if you take the whole length of the avenue, and divide it up by twenty, you get the number of trees.

Q. That puts trees at all the street-crossings, and then, when you come to one of those angular spaces, you plant trees clear across that, do you not? That is to say, there are imaginary trees furnished, and which are charged for at the rate of six or twelve dollars a tree?—A. I have nothing to do with that.

Q. Is not that so?—A. It may be so, but I have nothing to do about that.

Q. What is your best impression?—A. To count them, as I say, taking the whole length from the map; of course it may be so.

Q. Do you not think that is the fact?—A. I do not know, indeed. It may be so. If they take the whole length of the avenue and divide it by twenty, to get the number of trees, one of the trees might fall in some of the streets.

Q. Is that the way to do it?—A. There is no other way that it can be done.

Q. That is the way—about the way it is done?—A. Yes, sir; I think so.

Q. Who furnished the auditor with the cost of these streets?—A. The engineer's department. I suppose all the work of construction comes from the engineer's department, and then all the other incidental expenses come from the pay-rolls of the parties employed there as superintendents.

Q. Have you looked over East Capitol street?—A. No, sir.

Q. I asked you once about the curbing when you were on the stand before.—A. The curb of that street is exactly right—9,015 feet or 9,005 feet. The whole of the side foot-ways were measured by my assistant, Mr. Wilson. It was not entirely complete, so it required measurement afterward.

Q. You know that curbing is measured correctly?—A. Yes, sir.

Q. Unfortunately, the street is charged with a great more than that?—A. I know all about that.

Q. How is that?—A. I have nothing whatever to do in relation to that. There has been some 9,000 feet more of the old corporation curbing taken, and some curbing put in place of the parking, and probably some of the curb may have been taken up and used by different changes of the grade, or something of that kind, but 9,015 feet is the actual amount there now.

Q. There is no controversy about that, but the fact is, there is a very large amount of curb charged to that street that is not there.—A. Yes, sir; that is so.

Q. And that curbing has been hauled away, and used elsewhere?—A. Yes, sir.

Q. And these people on East Capitol street have been assessed for it?—A. Yes, sir.

Q. How about the grading? It seems to me you made some measurements for the grading there.—A. I made about 30,000 yards on that street entirely.

Q. You measured the whole of it?—A. Yes, sir.

Q. From N to M?—A. Yes, sir.

Q. And somebody has got pay here twice?—A. I know nothing about that. I only know what is under my own signature there.

Q. How did you make that measurement of the grading?—A. From my general knowledge of the street.

Q. Did you put any levels on?—A. Not one.

Q. Had no cross-sections?—A. No, sir.

Q. You made the best guess you could?—A. Well, sir, I guess it was pretty near the thing.

Q. You made the best guess you could?—A. Yes, sir; if you choose to say so.

By the CHAIRMAN:

Q. You were superintendent of assessments?—A. No, sir.

Q. Haven't you the direction the assessments?—A. I make all the assessments, and the record of all the lots and lands of the whole District of Columbia are in my office—the sizes of all the lots; consequently all the official papers are there, and I make them in consequence of that.

Q. In making up the amount the Government is to pay on any avenue, and the method of measuring that avenue, together with the cross-streets—the intersecting streets—from whom did you receive instructions, if from anybody?—A. I never got any instructions from any person, except that I was directed to go and point out this work belonging to the United States to Mr. Samo.

Q. I know; but what I want to get at, Mr. Forsyth, is this: How did the board of public works and the Government of the United States arrange as to the proper proportion that should be charged to each?—A. I cannot inform you.

Q. You do not know?—A. No, sir; except the regular custom was adopted; I do not know by what method or how they arranged it. Mr. Cluss has made a statement here the other day in relation to some work on Pennsylvania avenue and H street. He stated that I made an error there. Well, the error was made, it is true, but it was by not deducting the amount of yards that was occupied by the railroad, which amounted to the difference. When my attention was called to it, I had it corrected.

By Mr. MATTINGLY:

Q. Then it was not an error in the measurement, but an omission in failing to deduct the amount occupied by the railroad-track?—A. That is it; also down on B street north, between First and Third streets. It was a mere clerical error, as the committee can see by reference to this book. The square feet in that street were added by me to be 39,993, instead of 33,933. It made a difference of some three or four hundred yards; that is all. In relation to New Hampshire avenue, the voucher I had from New Hampshire avenue I got from the engineer's office—the amount that was to be charged in Hulse's work, which you will see.

Q. About M street.—A. On M street my measurement as assessed was exactly right; the figures were never changed, as Mr. Barney stated when he went out. Mr. Cluss made a mistake there in taking the street as 32 feet wide instead of 40½ feet; that is about the difference that he says there is in the street.

Mr. WINTERS recalled.

By Mr. STEWART:

Question. Do you know whether the people of East Capitol street by this error have been overcharged or not? Have you figured it up so as to ascertain?—Answer. I figured it myself, some weeks ago, just before I was called up here. While the property-holders have been overcharged for this curb, they are indebted now to the board of public works over \$3,000 for the parking—for the trees that were put in there, that



were never put in the assessments. The assessments were made previous to that time.

Q. Indebted after having deducted that error?—A. Yes, sir.

Q. So that they have not been really overcharged?—A. No, sir; they really owe the board now some \$3,000.

Q. This parking on the street you say was never included in the assessment? That work has actually been done, and is there now?—A. Yes, sir.

By Mr. HAMILTON:

Q. They are liable to be assessed for that?—A. They can be assessed for that, I presume. I do not know what the arrangement is about that.

Q. You mean that will be equivalent to the error in the overcharge for excavation, too?—A. I do not know anything about excavation. I am only speaking of the curbing that was overcharged.

Mr. PHILLIPS recalled.

By the CHAIRMAN:

Question. Mr. Cluss wanted us to ask you a question in relation to some conversation you had with him about a year ago as to a matter connected with the board of public works. Will you relate it briefly?—

Answer. Yes, sir. I can only say that Mr. Cluss, about a year ago, was doing some work for me professionally, and had charge of some warehouses that I was then building, and I had occasion to see him frequently. I do not think I ever spoke to him on the subject of the board, according to my recollection, but on one occasion. I remember the conversation. It occurred on Fifteenth street, in front of his office. I asked him in a casual way how the board was getting along; how they were succeeding, and so on. I remember his answer at the time impressed me. He said not at all well. I innocently asked him why? He said, "Well, Mr. Phillips, there is no board of public works at all. There is no board in the sense I understand a board to be constituted." He said the board of public works consisted of one gentleman, who was vice-president. Nearly all the important business and all the essential matters are performed by the vice president of the board. We are on hand to do certain things that we are instructed to do—something to that effect. I said, "Why, have you no meetings, no regular meetings?" He said, "None at all." I said, "Have you no record?" He said, "We have no record worthy of the name. I believe there is a thing they call the record, but there is no such thing as I call a record." He said the system is a peculiar one, and I do not like it. In fact, he said, it is no system. And I remember of his then remarking, also, that he would resign—would retire. I said to him, "We know you to be a good engineer; we have confidence in your integrity and ability, and I beg you will do no such thing. As a property holder and a tax-payer, I say to you that we would rather have you there, because there are very large improvements being undertaken, great changes of grade, and so on, and so on, and I think you can be of service to the city and to the property holders by remaining exactly where you are." He said, "Well, I will think of it." I do not think I saw Mr. Cluss again to converse with him certainly until my return from the country, in November. It was then a very casual conversation, and amounted to about the same thing.

Q. That was in November?—A. Yes, sir; but I will say, if you will

permit me, in addition—and I say this in my own vindication—that since November, or thereabouts, I do not think I have ever seen him until I met him in this room—until after the investigation commenced; nor have I ever spoken of the matter to any member of the committee, directly or indirectly. I do not think I ever mentioned the conversation to any person except to my personal friends at that time.

The CHAIRMAN. I will state that I had this subpoena issued at the request of Mr. Cluss.

FRANK H. SMITH SWORN.

By the CHAIRMAN:

Question. Where do you reside?—Answer. In Washington.

Q. What is your occupation?—A. I am a reporter.

Q. You are the official reporter of the House—the stenographer?—

A. I have a contract for a portion of the House reporting.

Q. Have you had any contract with the board of public works of this city?—A. Yes, sir.

Q. What contract have you had?—A. One year before last for some Phillips round-block pavement on M street and Nineteenth, I think, and a contract last fall for laying a sewer in an alley adjoining which my stable is, amounting to two or three hundred dollars.

Q. What was the extent of the first contract you had?—A. I do not remember the amount; I should say some fifteen or twenty thousand yards.

Q. Had you ever been a contractor prior to that time?—A. Not for that kind of work.

Q. For what kind of work had you been a contractor?—A. For the reporting of the House, and various other matters.

Q. Have you ever been engaged on any sort of public improvement in the way of taking contracts?—A. No, sir.

Q. Now, Mr. Smith, will you just state to this committee everything that you know, and withhold nothing in regard to the manner in which you procured that contract, and the purposes for which that contract was let originally?—A. I returned to the city, I should say, about the first of September of that year; having nothing to do, for three or four months, until the meeting of Congress, I made some inquiries, as I have always done before, for reporting to employ myself. Finding nothing in that direction, I had a conversation, as I remember, with Mr. Lewis Clephane, who was an old friend of mine for twenty years' standing, asking him whether he knew anything that I could do to employ myself until the meeting of Congress. I have no recollection of the details of the conversation, but the result of it was that he stated that he had some engagements, in the early part of the year, for laying round-block pavement; that he expected to have laid a very large amount of it; that in that expectation he had procured a large amount of material; that he had failed to receive contracts to use up the material; that he understood the board of public works were not going to give any further contracts of that description, but that two or three contracts had been given to parties who, in his judgment, were not going to do the work; that if I could make an arrangement with one of those parties, he would be very glad to furnish the material; and that if I would furnish the capital and do the work, it would be an advantage both to him and myself, stating that he had already engaged in contracts to as large an extent as he was able to furnish capital. I think I asked him to see the parties and see what arrangements he could

make, and that he made arrangements with one of these parties to give up his contract. I took the contract. It was transferred to me, and executed in my name. I furnished the capital, gave my attention to it while the work was going on, and drew the proceeds, whatever they were. That is all the statement I can make in regard to it.

Q. Who was the party from whom you got this contract?—A. I am not quite sure whether I remember his name or not. It seems to me it was Patrick O. Haws.

Q. He had the contract, had not he, awarded to him?—A. I did not know. I have stated the information as it came to me.

Q. Was the contract assigned to you, or was it a new contract issued to you after you got control of this matter?—A. My impression is it was a new contract issued to me.

Q. Do you know whether Patrick O. Haws had a contract in his own name at that time?—A. I don't know.

Q. How long had you known Patrick O. Haws?—A. I never knew him before.

Q. Do you know what his business is here?—A. I don't know anything about him.

Q. Had you ever seen him about the Capitol—about any of the committee rooms of this Capitol?—A. I don't think I have ever met him half a dozen times before or since.

Q. Don't you know Patrick O. Haws is a gentleman from Nebraska, and has been about the Capitol for some time past?—A. No, sir; I don't know anything about him.

Q. What did you pay Mr. Haws?—A. About \$2,000.

Q. How long did he have this contract?—A. I don't know.

Q. Who negotiated between yourself and Mr. Haws? Did you carry on the negotiations yourself?—A. My impression is that the negotiation was made by Mr. Clephane.

Q. Did you pay him two thousand dollars in money?—A. Yes, sir; I gave him a check for it.

Q. On what bank?—A. I think the National Metropolitan.

Q. Had Haws done anything with this contract?—A. No, sir.

Q. What did you do with it after you got it?—A. I employed the parties and did the work.

Q. In what way?—A. I employed Mr. Albert Gleason to do a portion of the work.

Q. What portion of the work did Mr. Albert Gleason do?—A. I think he graded the street and laid the pavement.

Q. What did you receive out of it as your share of the business?—A. I received the entire amount of the contract, whatever it was; I don't remember what it was.

Q. What did you pay Gleason?—A. As I remember, 50 cents a square yard. I don't remember the aggregate amount.

Q. For doing what?—A. What I have stated.

Q. For laying the pavement?—A. Yes, sir.

Q. And the grading, too?—A. Yes, sir.

Q. What was your profit out of that contract?—A. Somewhere in the neighborhood of \$3,000. I don't remember. That was, however, without computing interest for the use of the money during the time the payments were in abeyance, some of which were a year or more.

Q. In the Governor's Answer it is stated you received \$43,741.75.—A. Probably.

Q. That seems to have been the cost of the work to the board of



public works, according to this report. Have you any writings between yourself and Gleason?—A. Yes, sir.

Q. Where are they now?—A. There was a contract, I think, in writing. I think he has a copy of it, and that probably I have. At least I had.

Q. Could you furnish us a copy of that contract?—A. I have no doubt I can find it among my papers.

Q. Cannot you remember what the arrangement was between yourself and Gleason?—A. I think I have stated the arrangement in full.

Q. What was Gleason to do?—He was to lay the pavement and do whatever grading was required.

Q. Did the contract stipulate for any grading?—A. It was designated as grading or trimming.

Q. Had not that street been graded before you got the contract?—A. I think the heavy grading had been done.

Q. Had not it all been graded down except merely the trimming just necessary to put the blocks down?—A. I think, for a portion of it, the excavations were probably as much as two feet or more.

Q. Who furnished the wood?—A. Mr. Clephane.

Q. What did he get out of this contract?—A. He got the price of the blocks, whatever that was; I don't remember.

Q. What did you furnish?—A. I furnished the money and supervised the work, and had general arrangement of the whole matter.

Q. What money was necessary for you to furnish?—A. Money for the purchase of blocks, and money for the payment of the hands and material.

Q. Did Mr. Clephane get his money for his blocks at the time they were delivered, or did he get it from the board of public works?—A. He received it from me from time to time.

Q. Is not this the way it was done: that Mr. Clephane furnished the blocks, and then you drew certificates or money from the board of public works, and you turned it over to Mr. Clephane?—A. No, sir.

Q. Did you give Mr. Clephane orders of the board of public works for this money?—A. No, sir.

Q. In what way did you pay him?—A. In money.

Q. How did you pay Gleason?—A. In money, from time to time.

Q. Money drawn from the board?—A. No, sir.

Q. Did you advance money to Mr. Gleason?—A. I did.

Q. In advance of your receiving it from the board of public works?—A. I think the entire amount I received from the board of public works was \$5,000 before the work was done and for some months afterward. The entire cost of the work had been paid by money advanced by me as the work went on.

Q. Looking at these vouchers, I see they were originally made out to Mr. Clephane. How did that happen, and his name stricken out and yours inserted?—A. I don't know. It is the first time I have been aware of it.

Q. Did Mr. Clephane have any interest in this contract with you?—A. No; not except as I have stated.

Q. I see, from the records of the board of public works of Washington, D. C., September 28, 1872:

BOARD OF PUBLIC WORKS.  
*Washington, D. C., September 18, 1872.*

The board met at 3 p. m.

Present, Messrs. Alexander R. Shepherd and James A. Magruder. \* \* \*  
(The chief engineer was notified,) also, to make contract with Patrick O. Haws for paving the carriage-ways with Phillips round-block pavement—of M street, from

Twenty-sixth street bridge to Twenty-first street, northwest; Twenty-third street, from Pennsylvania avenue to M street, northwest; and Nineteenth street, from K to P-street circle. Mr. Haws was notified.

BOARD OF PUBLIC WORKS.  
*Washington, D. C., September 21, 1872.*

The board met at the usual hour. Present, Messrs. Cooke, Shepherd, and Magruder.

(Chief engineer,) also, was notified that the assignment of contract 526 of P. O. Haws, for paving M street, between Twenty-sixth and Twenty-first streets, northwest; Twenty-third street, northwest, between Pennsylvania avenue and K street; and Nineteenth street, K street, and P-street circle, northwest, to J. H. Smith, is accepted, provided a new bond is filed.

Mr. Haws and Mr. Smith notified.

So that it would appear from this record Mr. Haws only had this contract three days. Are you not aware at this time of the fact that Mr. Haws had had this contract but for a very short time?—A. No, sir; I had no information that I now remember whether he had had it for a long or short time. I have no remembrance of having seen Mr. Haws before nor of having had any interview or connection with him except as I have stated.

Q. Was there any understanding, Mr. Smith, that there was to be no particular intimacy between you and Mr. Haws on this subject?—A. Not the slightest. It was the merest ordinary business transaction.

Q. Did you or not know that this contract was let for the purpose of enabling Mr. Haws to raise money for a specific purpose?—A. I have no information on the subject.

Q. Did you ever hear anything of the kind?—A. I have some general recollection of a remark made by Mr. Haws when I handed him a check, which, if it amounted to anything, gave me the first information I have on that subject, if I had any.

Q. What information did you get on that subject at that time?—A. He said something to the effect, as I remember, that he was going to transmit the money to the Republican Executive Committee of the State of Nebraska.

Q. Did you, or not, understand at that time that this contract had been let with a view to raising money for such a purpose?—A. I know nothing in reference to that. I have no understanding, direct or indirect, in reference to it. No information in reference to it, nor any other information in regard to it, except as I have stated.

Q. Did you, or not, know upon what business Mr. Haws was in this city?—A. No, sir.

Q. Have you never had any information since as to what his business is?—A. I do not remember that I have.

Q. You have never known him as a contractor here?—A. No, sir.

Q. Did you know him as a resident of this city?—A. I have no recollection of ever seeing or hearing of him until I came in contact with him as I have stated.

Q. How did it happen that you were brought into contact with him?—A. I have stated to you precisely the circumstances.

Q. Mr. Clephane told you contracts had been awarded for laying this pavement, and that the parties did not desire to perform them. Is that it?—A. Something to that effect.

Q. This contract, it seems, was only three days old when you got it so that it could not have been a very old award. Now, did nothing pass between you and Mr. Clephane indicating or giving you to understand

or to know the purpose for which this particular contract was let?—A. Not in the slightest extent, nor any other conversation, except that I have stated.

Q. But you paid Mr. Haws \$2,000 in cash?—A. Yes, sir.

Q. And you got about \$3,000 out of it besides?—A. Yes, sir; after having invested about thirty odd thousand dollars.

Q. Mr. Gleason did the work?—A. Yes, sir.

Q. In your absence there has been a great deal of testimony given here in regard to what is known as the Colton wooden fence. If you desire to make any statement in regard to it, I presume it will be the pleasure of the committee to hear you.—A. I hardly know what testimony has been given in regard to it.

The CHAIRMAN. I think we probably understand it.

Mr. WILSON. I did not know but what you might have read the testimony and might wish to make some explanation.

A. I glanced over Mr. Colton's testimony once, and, as far as I remember, it is substantially correct. I should like to say this: If my official status in the House of Representatives is not already understood by the committee, that very shortly after my employment in my present position, eight or ten years ago, having application to do some work for the United States Government, I applied to the First Comptroller of the Treasury for his opinion as to whether, holding the position I did, I could properly engage in the employment of the United States Government. The reply was, verbally, that there was no possible objection to it; that the position I held was in the nature of a contract to do a certain amount of work, by myself or persons in my employment, for a certain specific amount, and that therefore the compensation was not a salary, and that there was no legal or other objection, that he knew of, to my doing other work for the United States Government. Having that opinion, which has been expressed two or three times since, I had no difficulty in respect to my right to engage in work for the District government.

By Mr. WILSON:

Q. What was Mr. Colton to receive out of this final arrangement?—

A. Mr. Colton came to me some time last spring in considerable trouble, having been out of employment for a good while, stating that he feared he was going to lose the little house on which he had made partial payments, and asked me, as he had on several occasions before, knowing me very well, if I could not assist him in getting him something to do. On this occasion he said that the board of public works, as he understood, were going to erect a cheap fence around a portion of their parking. I think he said he had some conversation with Mr. Shepherd, or some one; that he had a plan of fence that they were willing to give him authority to construct, but that he had no means whatever to go on with the work. After some conversation with him, I told him to go ahead, if he could get a contract, and put up a fence on two or three streets that were named, and that I would see that the necessary amount of money required for the work was furnished him. There was no arrangement at all in regard to any consideration I was to receive from the matter, nor had I, at that time, any other motive in regard to it whatever except to assist Mr. Colton in getting him something to do for his support.

By Mr. WILSON:

Q. I was going to ask you was there no arrangement for any compen-



sation to you?—A. None whatever; nor did I expect to receive any, at that time. It involved only a small amount of work.

Q. Was that ever changed?—A. I will give the whole statement in two or three minutes, if you will allow me. Subsequently orders came for larger amounts of work. I furnished him means from time to time until, I should say, late in June—I am not at all sure as to the time—he received an order for quite a large amount. I then stated to him that I could not furnish any more money without receiving some sort of security, and after some conversation he agreed to do it, which he subsequently did—executed a power of attorney for me to draw his pay from the board of public works.

Q. What proportion of it were you to have, and what proportion was he to have?—A. There was no other arrangement from that time to this. I remember in a subsequent conversation to this first one he stated that, in applying for a certain amount of money that he was obliged to apply for—a large amount—that his family had to live, and he was receiving nothing himself, having merely called on me for the amount he had actually paid to his employés.

Q. You have been paid the whole amount of that contract, which seems to show a profit of some \$25,000 or \$30,000. Whose money is that; there has been no money so far?—A. There has been no money so far.

Q. We will call it certificates, or whatever you please. Whose is it; yours or Colton's?—A. The certificates are all in my possession.

Q. Whom do they belong to?—A. They belong to me, subject to whatever settlement Mr. Colton and I make. I may state this—

Q. What settlement have you to make with him now? Mr. Smith, is it a fact that in all this amount of work, amounting to \$60,000, there is no understanding between you and Mr. Colton as to what division is to be made between you?—A. It is the absolute fact.

Q. You have had no understanding or arrangement on that subject?—A. No, sir.

Q. You do not know to-day what portion of that \$25,000 or \$30,000 of profit belongs to you, and he does not know what portion of it belongs to him, or whether he has got any interest in it at all or not?—A. I know the certificates are in my possession, and I know that, as the committee can judge for themselves, an equitable interest in the concern, I having furnished all the money, is very largely in myself; but the matter grew up as I have stated. I was away from the city myself a great part of the time during the summer. After the arrangement was made that I should draw the entire proceeds, I had no special interest in the matter, nor could I have well made any arrangement in regard to it, without knowing what the certificates I received were worth. I may state still further that I had no means of ascertaining until the day before I left the city within a good many thousand dollars as to the amount that would be furnished in certificates, from the fact no measurements were made after perhaps one third of the work was done, nor did we ever succeed in getting them made until some time in February—final measurements.

Q. So that \$25,000 or \$30,000 profit is just lying around loose between you and Mr. Colton, without either of you knowing what is to become of it?—A. I should be glad to know that there is any profit for either one of us.

Q. The certificates, as furnished, state a large profit.—A. The understanding of Mr. Colton, as he stated to me, with the board of public

works was, that he was not to receive any money for any part of the amount, but certificates. I believe that——

Mr. WILSON. If the city is not bankrupt, the certificates are good.

The WITNESS. I believe that for a good many months it has been impossible to sell the certificates furnished for the amount of money I have advanced. I should be very glad to do it to-day for the amount of money, with interest, since the money was advanced.

Q. Were there two measurements made on M street, between Twenty-first and Twenty-sixth streets—one by Mr. Forsyth and one by Mr. Barney?—A. I think so.

Q. Do you know whether there was any discrepancy between the two measurements?—A. Mr. Forsyth made, I think, what was termed partial measurements, late in the fall or early in the winter. In the spring, when the work was completed, final measurements were made by Mr. Barney. When I went to the auditor's office to make a settlement of the matter, my attention was called to what seemed to be a discrepancy between Mr. Barney's measurements and Mr. Forsyth's partial measurements of about a thousand yards, as I remember, more than the final measurement was stated.

Q. On which were you paid?—A. On Mr. Barney's measurement.

Q. In other words, Mr. Forsyth had made a thousand yards more than Mr. Barney?—A. Mr. Forsyth subsequently explained to me that there was no difference of measurement; the seeming difference being one of addition. The amount was made up of items, and the item of a thousand yards, or whatever the difference was, was placed below the summing up. Mr. Forsyth explained to me that that thousand yards was a part of the items that made up the other total, and therefore there was no difference in measurements. I do not know what the facts were. I called attention to the fact that this Haws contract was let on the 18th of September, 1872; and then, on the 21st of September, 1872, three days afterward, the record shows the assignment of the contract.

Q. That is to say, it shows the assignment of that contract to you had reached the board to within three days after the contract was awarded. Now, can you remember whether you got the assignment of that contract on the same day that the contract was awarded?—A. I don't think any contract was ever made with Haws. They called it an award.

Q. It was the award assigned?—A. I don't think I ever saw the award of that contract, as far as I remember.

Q. Something must have been assigned?—A. Yes, sir. A paper was drawn up assigning the award, or the contract, or whatever it was, which Mr. Haws executed.

Q. Is that the same day he got the award?—A. I don't know. I have no recollection. I probably knew at the time.

Q. Haven't you any paper to show? Haws had something to show that he had an award of a contract, hadn't he?—A. Perhaps he had; I cannot state from recollection. I have no doubt that I have among my papers—I have not looked at them from that day to this—the exact agreement that was made, whatever it was, which I will be very glad to furnish if you desire it.

Q. I want to get at the dates; that is the only point I am striving for.—A. I could only state that from recollection, but I have no recollection of the subject, whether three days or three months.

The WITNESS. I should like, if the committee will allow me, to make one other explanation.

By Mr. HAMILTON :

Q. You say that you had the opinion of the Comptroller of the Treasury ?—A. Yes, sir; verbally.

Q. Who was that ?—A. Mr. Tayler, the present Comptroller.

The WITNESS. While I was in the West, about the time Mr. Colton's testimony was given before this committee, I noticed in the dispatches from Washington to the western newspapers the statement that I had left the city to avoid an investigation into this matter. I only desire to state in regard to that that the day on which I left I think the last gentleman to whom I spoke in the House was Mr. Wilson, a member of this committee, to whom I stated as fully as I knew where I was going, why I was going, and everything that I knew about it. I therefore take it for granted that the committee could not have made any such inference, as there could not have been any possible reason for it in respect to myself.

By Mr. CHRISTY :

Q. Will you state the date of your earliest contract with the board of public works ?—A. Mr. Wilson has it.

Q. That is the earliest contract ?—A. I have stated the only ones I had.

Q. What official position did you occupy at that time with reference to the legislative assembly of the District of Columbia ?—A. None.

Q. When were you a clerk in the legislative council ?—A. The year before.

Q. Your term of office had expired ?—A. Yes, sir.

Q. Was any other person interested with you in this contract with regard to wood fences except Mr. Colton ?—A. Neither directly nor indirectly.

Q. What amount of money did you, in fact, advance to Mr. Colton upon that contract ?—A. Some \$25,000 or \$26,000.

Engineer BARNEY recalled.

By Mr. STEWART :

Question. Have you made an examination of the figures that I requested ?—Answer. Yes, sir.

Q. How much do you ascertain has been paid to contractors by reason of those errors that have been discovered on final estimates where they have been paid and the board had not obtained the money ?—A. \$21,686.67; to Mr. Hulse, New Hampshire avenue, \$1,615.81; to Mr. Follansbee, Second street, \$6,852.15; to Mr. Clephane, Twelfth street, \$7,281.50; to Messrs. Walsh & Gleason, East Capitol, \$5,937.21.

Q. On Second street, that was Blickensderfer's measurement. There were no cross-sections for that ?—A. No, sir.

Q. That had to be estimated ?—A. Yes, sir.

The WITNESS. I wish to make a statement, so as to correct my testimony in regard to New Hampshire avenue that I gave the other day. I stated here that the contractor, Mr. Murray, deceived the assistant engineer in regard to his work. I wish to say that on New Hampshire avenue there are about 140,000 yards of earth, and it lies between Major Vandemburgh and Mr. Murray. I am perfectly willing that they should swear it out. I do not know anything about it. I supposed at the time I made the cross-sections that Mr. Vandemburgh had taken it all out, but Mr. Murray informs me that he had taken a portion of it. Mr. Vandemburgh says he has not. That is for these gentlemen to decide.



Q. Turn to page 2165 of Mr. Cluss's testimony. I ask you how long it would take you to have those measurements for the purpose of verifying those statements that came to you. I will call your attention to that. The first item there: "Balance due on the last measurement."—A. Do you mean that this is the balance of all the measurements that have been made?

Q. I just gave you that; you see what it is there.—A. In order to ascertain the correctness of this balance, I would have to go over everything.

Q. How long do you think that would take you?—A. Probably six months.

Q. That would be a very excessive measurement, would it not?—A. Yes, sir.

JOSEPH H. FLETCHER sworn.

I see from a portion of the evidence given by Mr. Cluss, in speaking of the excessive prices paid to me for my contract for old flagging, I would like to make a statement in relation to that, and about my contract. I would state that after I was awarded the contract there was no price fixed for the work whatever. I addressed a communication to the board requesting them to fix the price in order that I might be able to sign the contract. After a few days I went to the office of the vice-president, and I inquired of one of the clerks with regard to my communication, and he informed me that it had been referred to Mr. Oertly. I then saw Mr. Oertly, and I requested him to attend to it as soon as possible, because I wanted to know what I was to receive. I was then working blind. I do not know what I have to receive for the work. He fixed the price, and I then signed the contract and bonded. It was in last July. In regard to the price of old flagging—the excessive price—I wish to state that the old flagging cost me more in proportion a foot to lay than new. I also want to mention what I read in one of the papers last night—a New York paper—in reference to my being an unwilling witness, and also in reference to my being settled with and paid for my work, which is not the fact. The work has been measured, and I have been paid in certificates for all the work that I have done. I have done this work cheaper than any one else. All others who have done this work have received much better prices than I have.

By Mr. WILSON:

Q. How long have you been engaged in this flagging business?—A. I believe I have only done—I have worked at flagging—I served my apprenticeship at it, and I have worked at it as a journeyman, and I worked for Mr. Mullett at the Treasury Department. I received a contract from Mr. Clark last year. I did some work for him at flagging at First street.

Q. The flagging you did for Mr. Clark, did you furnish the stone?—A. A portion of it; only a small quantity, that I got here in the city.

Q. What did you get for laying the flagging there?—A. Ninety cents a foot. I only jointed it and set it. A portion was jointed that I laid. He furnished the stone.

Q. What did you understand it to be worth to lay flagging and to furnish the sand and cement?—A. That would depend entirely upon circumstances—what I was to receive in the way of money, bonds, or certificates, or how I was to receive it.

Q. I am talking about money.—A. Well, of course, like everybody else, I wanted to make as much as I possibly could.

Q. What did you consider a fair price?—A. What I considered a fair price and what I would be perfectly willing to do it for—such new work as I have done and others that I have seen around—I would be willing to do for 40 cents a foot.

Q. You mean to do the work and furnish all the material?—A. Yes, sir; furnish the stone, sand, cement, joint, and set.

Q. Have you looked at the flagging? Of course, you saw this out here on Maryland avenue?—A. That is flagging I did myself.

Q. Have you seen the flagging put down by John O. Evans on B street north?—A. Yes, sir; I have noticed all the flagging that has been done.

Q. All around the city?—A. Yes, sir.

Q. What kind of flagging is it?—A. It is all rough flagging.

Q. But that part which has been done around the circles has been dressed. That is what is called "axed." What is the market price of that kind of flagging?—A. Well, I am satisfied—in fact, I would be perfectly willing—to take a contract to deliver here for about 18 cents a foot, delivered at the wharf.

Q. What is it worth to haul it up into town—take the average haul?—A. I had it hauled for me for two and a half cents a ton; and I could have had it done for two cents, if I had had the money to pay in cash.

Q. Is this flagging that is down here of miscellaneous sizes?—A. As far as the width is concerned; it all comes in length five feet, that is, the portion I used.

Q. John O. Evans's flagging?—A. That is all the same.

Q. You think you could then put this flagging for forty cents? A. I would be perfectly willing to do it, and give the necessary bonds to do it.

By Mr. MATTINGLY:

Q. Do you mean to say that is not dimension-flagging?—A. I mean to say this: that it is regular length and irregular in width—all that I have seen.

Q. Do you mean to say that there is a specific market-price for that kind of flagging?—A. Yes, sir; I do so.

Q. Do you mean to say that it is not designated on the price-lists of all dealers in flagging as subject to special contract?—A. That is where the dimensions are the same in width and length, and not where the length and width vary.

Q. Then, I understand you to say that is not understood as dimension-flagging?—A. Not as dimension both ways.

Q. What is understood as dimension-flagging in the trade? There is no specific market-price in the price-lists, is there?—A. The dimensions are the same in length and width. There is no contract by me but, where the width of the flagging is irregular, there is the price-list for it.

Q. Then I understand you to say that where the width is irregular, it is not dimension-flagging?—A. No, sir.

Q. And comes within the price-list?—A. Yes, sir.

Q. And that in these cases the width is irregular?—A. In all the flagging I have seen the width is irregular.

Q. You have seen all the flagging?—A. I think I have noticed most of it.

By Mr. STEWART:

Q. Is there any difference in going around a circle and laying a straight line?—A. I think at P-street circle the stone is superior.

Q. In laying a circular form of flagging, is there any difference in the price between that and the other?—A. The face of it is dressed.

Q. But I mean in laying it down to make it fit square.—A. I do not know as it is any better job.

Q. That is not what I ask. I ask is it any more of an expensive job?—A. Not any more expensive to lay it.

Q. The only additional expense is the dressing of it?—A. The dressing.

Q. Is not there wastage in laying around a circle where it concentrates toward the center?—A. There may be wastage of the stone.

Q. In laying stone around a circle such as P street circle, does not it have to be concentrated toward the center, and is not there a little piece of it cut off of each stone?—A. Yes, sir; a small quantity.

G. W. RIGGS sworn.

By Mr. WILSON:

Q. Have you had assessments made against your property, in this city, for street improvements?—A. Yes, sir.

Q. Do you know by whom those assessments were made? and if you have had any interview with any person in regard to them afterward, I wish you would state just what occurred.—A. I do not know by whom personally they were made. I got the information from the board of public works. The usual written notice I got, or printed notice, I forget which it was.

Q. Did you make any complaint as to the incorrectness of the amount stated in those notices?—A. I did in some instances.

Q. What was the result?—A. I complained of the assessments, which I claimed were too large, and they admitted they were wrong, and told me I should be allowed a very large portion of it. They told me I should have credit for it. I have not paid the bill. I hold the correspondence that I had with the board of public works, admitting that they had overcharged me.

Q. You have that correspondence with you now?—A. Yes, sir.

Q. Let me see it. [Witness produces it.]—A. This is in regard to one case in front of my own house.

Q. Just give the committee a history of this matter.—A. This notice was served on me on the 9th of November. I think it is about that date.

Q. What is the amount you were assessed?—A. That is, the amount in front of my dwelling-house? I was assessed for \$856.

Q. What year is that?—A. November, 1872. I had, previous to that—in order to explain my making objection in connection with the majority of the property-holders—I had, when I understood they were going to take up the carriage-way, which was a remarkably good one, of stone, handed to Governor Cooke, then the governor of the District, a written protest against changing the street. I objected to it because they were going to put an inferior one down. He said that was a matter of opinion. But I found that the protest did no good, and they took up the pavement and then laid one of those tar pavements in front of my premises. When the bill came in, I took exceptions to the amount, and inquired whether I was charged the same as the rest of the street. I was informed that it was so. I then addressed a communication to the board of public works, and told them that in front of my house there had been no sewer laid—there is no sewer on the square on which I live at all—and that I found that I was charged for a sewer which did not touch



my square. I thought that was objectionable; that I should not pay for improvements which I could not derive the benefit of; in fact, was not on my square at all. I also objected to the fact that they charged me for curbing, when they used my old curbing. They just moved it out two feet and used the old curbing. I objected to their charging me for a new curb, when they used old curbing. I held a correspondence with the board of public works about it, and the agent of the board of public works told me that I was entitled to a drawback.

Q. What was the amount of the assessments against your property there?—A. The amount of this one was \$856.

Q. What changes did they make in it?—A. In the first communication in answer to my first letter, they said:

BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA,

*Washington, November 29, 1872.*

SIR: In reply to yours of the 21st instant, relative to the assessment for the improvements in front of your premises in square 185, fronting on I street, northwest, you are respectfully informed that Mr. Forsyth, assistant engineer, reports that you are entitled to a drawback of \$331.71, and that the bluestone on the street has been credited to the general accounts of the entire street.

By order of the board,

CHAS. S. JOHNSON,

*Assistant Secretary.*

GEO. W. RIGGS, Esq.

This last clause is unnecessary after my letter, in which I stated that the bluestone payment for which I had paid in full had been taken up and carted away. I have thought if they took away the pavement for which I had paid that I should be entitled to the credit and paid, too. They said no; the whole street was entitled to the credit for that; that is, the squares beyond were to be credited for the pavement in front of me. The second communication was in answer to another one, in which he stated what they allowed me for the curbing, but they had never noticed my complaint of the sewer which they had not put there. They then answered:

BOARD OF PUBLIC WORKS,

*Washington, December 10, 1872.*

SIR: In reply to yours of the 4th instant, relative to your assessment for improvements in front of your premises, in square 185, you are respectfully informed that you are entitled to a deduction for 21' 2", being the front of lot G, square 185, \$63.96, and your account has been referred to the auditor to audit.

By order of the board,

CHAS. S. JOHNSON,

*Assistant Secretary.*

GEORGE W. RIGGS, Esq.

I presume that was for the sewer, but they didn't say so, and they sent the matter to the auditor to audit. The total amount allowed me would be within a fraction of one-half of the amount charged.

Q. Have you ever heard of this assessment against you since that, and from any other source; and if so, from what?—A. I heard it was in the First National Bank, New York.

Q. How did you get that information?—A. The cashier called on me.

Q. What did he have?—A. I don't know that he had anything, but he spoke to me about having assessments against my property.

Q. For what amount?—A. I didn't ask him the amount.

Q. How long after these settlements had been made until he called on you?—A. It was some time after this correspondence.

Q. Had you paid this amount?—A. No, sir; I have never paid it. I objected to paying it—to pay the full assessment, when I was entitled to the credit of about half.

Q. What reason have you for not paying the amount that is properly assessed, if there is any properly assessable?—A. None at all. I am willing to pay my taxes. I have never failed to pay any that I did not take exception to.

Q. This you did take exception to?—A. I did. I told the cashier of the bank I intended to dispute this bill; and I think I told him I would fight him, and he said he would not fight with me.

Q. Has this assessment against your property been transferred to a bank in New York?—A. I understand so.

Q. Do you know for what purpose—whether sold or hypothecated?—A. I do not—I do not remember. I understand that they hold them. That is all I know about it. They told me they held some assessments.

Q. Was there any other property of yours used there than that you have mentioned?—A. They took up a good pavement and put down a bad one, which I took exceptions to, and I protested against, before they commenced.

Q. Where was that?—A. Do you mean other property? I have property all over the city to which I take exception.

Q. Did they carry away any of your sidewalks or curbing?—A. Yes, sir. I am now asking for the returns for those things.

Q. In what way did they give you this assessment—in certificates or by—you say all?—A. All I know about it is they merely communicated to me they would refer to the auditor to audit.

Q. That is the last you know of it?—A. Yes, sir.

By Mr. STEWART:

Q. Do you contest the whole of it—the whole assessment—as illegal?—A. No, sir.

Q. I mean the whole special assessment.—A. I may as well state in all fairness to the bank, I stated another point which I would dispute under legal advice. I told the cashier of the bank that the certificates issued—I thought I had a right to pay in the certificates which the board of public works have issued to pay contractors. The construction I put upon the law was I could pay with these certificates.

Q. You could buy certificates they issued and exchange them?—A. I told him I thought I could pay them; that I had the right to pay them whenever I ascertained the aggregate amount and pay the aggregate amount of those certificates, and that I was advised I could do so by the best legal authority.

Q. That is the reason you have not paid any of them?—A. No, sir; I have paid a great many of them. I have paid some of them where I have no doubt, there was an overcharge, but I did not care much about it. I thought I would get rid of it.

By Mr. MATTINGLY:

Q. What is the date of your first letter to the board?—A. A few days after they sent me the notice. I received the notice on the 9th or 12th of November, I do not remember which, and on the 21st of November I wrote them a letter.

Mr. CHRISTY. I desire to call the attention of the committee to what is on page 2252 of the record, where there was a difference of recollection and not a question of veracity between us. It is merely to settle, by a reference to the record, a question of recollection that has arisen.

The CHAIRMAN. In reference to what?

Mr. CHRISTY. About this matter of controversy growing out of the execution of an offer to arbitrate the matters in controversy between

the board and Daniel Strong, in which Mr. Cluss thought proper to make a statement which was denied with a great deal of emphasis, as you will remember. I simply desire to place before the committee that record in which I made allusion at the time. The first appearance is on page 738. The first allusion to that matter was made by Mr. Strong. He was interrogated in regard to it.

The CHAIRMAN. You need not read what is said; just refer to the pages.

Mr. CHRISTY. Then, on page 731, Mr. Magruder was interrogated and withheld the fact, as I claim, that he or Governor Shepherd had signed an agreement, not answering in regard to that, but simply speaking of a paper which was handed to you without any allusion whatever to the fact that it was that particular paper which proved to be a copy to which there was no signatures.

The CHAIRMAN. He was not asked about that at the time. I remember that myself.

Mr. CHRISTY. Now, on page 955, Mr. Willard was examined upon that subject. He likewise makes reference to it, stating the existence of the paper and its history. Then, on page 963, there is this testimony. The matter under discussion was whether any statement had been made by Governor Shepherd in regard to it.

[Mr. Christy then read from page 963 of the record.]

ADOLF CLUSS recalled.

The WITNESS. May I add one word? The fact that Governor Shepherd stated publicly that this paper had been handed to him by Mr. Harrington, and that Mr. Harrington said that it was a good thing for the District to do, that was what led me astray. I was positive and sure that all these very complicated operations between the board of public works and Mr. Smith could not in any way or shape be known to Mr. Harrington without his having referred to the records of the engineer's office, where days and weeks had been spent in trying to effect a settlement. And so I thought it was a very unfair statement. It was impossible to be made. How could Mr. Harrington know about this was good for the District? William A. Cook, the attorney, might have known something of it, but no application had been made to the engineer's office. I thought it was extraordinary that Mr. Harrington should say it was a good thing for the District to pay all these accounts, dating back for so many years.

On page 2029 I wish to read: I am talking about that general law for these main sewers. The legislature passed an act—seven mills for Georgetown. That was for all those sewers. Now I refer to page 2963, where I, together with Mr. Barney, after my subpoena, looked at the cost of the main sewers. Here I find that the total cost of the main sewers in Georgetown is, for the one sewer on Beall street, \$22,798.05. There is only one other larger sewer in Georgetown. This is on Bridge street. However, since this sewer on Bridge street has been assessed to the street proper, it cannot be included also as a main sewer. Even if this sewer was to be included, it would not amount to more than only \$10,000. I have the voucher here for this sewer, though I just mean to say, in kindness, that memory fails others as well as me. I have got another page here. Since yesterday a very extraordinary document was circulated, and I was presented as a petitioner to the President of the United States and the country. I have had little time to look over these things.

[The witness then read from page 1926 of the record, to the effect that



Governor Shepherd stated that Mr. Mullett had received only \$5,000 in the aggregate.]

The WITNESS, resuming, said: Now, Mr. Mullett received about \$5,000, and I have the voucher for it. He did not receive it in gross, as Mr. Shepherd states.

[The witness then read the following paper:]

WASHINGTON, March 12, 1873.

THE BOARD OF PUBLIC WORKS.

To A. B. MULLETT,

DR.

For services as chief engineer, from May 17, 1871, to August 24, 1871, and from December 16, 1871, to April 30, 1872, seven months and twenty-one days, at \$5,000 per annum .....	\$3,208 33
For services as consulting engineer, from August 24, 1871, to December 16, 1871, and from April 30, 1872, to October 14, 1872, nine months and six days, at \$2,500 per annum .....	1,916 67
	<hr/> 5,125 00

Approved:

H. D. COOKE.

ALEX. R. SHEPHERD.

JAMES A. MAGRUDER.

ADOLF CLUSS.

S. P. BROWN.

Received payment.

A. B. MULLETT.

By Mr. MATTINGLY:

Q. How much do you make it he was paid in gross?—A. I say he was paid in detail, and not in gross.

The CHAIRMAN. I don't think it is worth while to spend much time over that; that is all in one voucher.

The WITNESS. Yes, sir.

Mr. STANTON. He was paid, in the aggregate, \$5,000.

Mr. CLUSS. I have a couple of more references, but what I have read are enough. I just want to show what Christians these gentlemen are who have branded me as a perjurer throughout the country.

By Mr. MATTINGLY:

Q. Did not you certify on the voucher for that certificate, that that was certainly curb?—A. I do not know. Bring me the voucher and then I will show it to you.

Q. Don't you recollect you did?—A. I do not recollect.

Q. Will you—

Mr. WILSON. Mr. Mattingly, I believe I have the witness; I was going to examine him myself.

Mr. MATTINGLY. This is a voluntary statement, as I understand, made by him of his own motion.

The Witness. I believe the curb is one of those vouchers that Mr. Forsyth has passed, you know. I do not think that, to the best of my recollection and belief, you know —. I do not want to retaliate. I have six children and a wife, and I do not like to be branded as a perjurer by gentlemen whom I do not consider as Christians. I am satisfied.

By Mr. WILSON:

Q. I understood you to say the other day that you had seen Senator Morrill in regard to the manner in which the board of public works, or the business of the board of public works, was being carried on something like a year ago. State whether or not you made any suggestions

to him with reference to your resigning your position.—A. I spoke to Senator Morrill of the irregular way in which this board business was done. I do not know as I have upon this stand charged any fraud, but I charged inaccuracy—want of punctuality in the different movements of the board. This I suggested to Senator Morrill—whether it was a sufficient reason for me to resign. The Senator told me to try and get along as long as I could—to do the best that I could. Yesterday afternoon I took an opportunity to ask the Senator whether this was so. He said, “Yes; you have not charged any fraud, you know; but you said that you felt uncomfortable from the way the business was being done.” I then requested the Senator to be kind enough to state to the chairman of the committee the fact. I do not know whether he has done so or not.

By Mr. HUBBELL:

Q. Did you inform the President, who appointed you, that you were not satisfied with the way things were going on?—A. There was not sufficient reason.

Q. I ask you if you did.—A. I did not. If there had been fraud, of course I would have felt it my duty to have informed the President, but about a mere matter of the manner of transacting business, I did not think it would be well to bore Senators and Congressmen; but, at the same time, if of their own volition they inaugurate such an investigation as this, I feel it a solemn duty not to shrink from the solemn responsibility, and then feel disposed to say what I have said. I have done it, and I have satisfied my conscience. I am willing to take the consequences.

Mr. HUBBELL. I am not talking with you about consequences. I asked you a simple question, and now that you have answered, I am satisfied. I do not care about your entering upon a vindication of your motives to me. I asked a simple question, and you answered; that ought to be sufficient.

By Mr. WILSON:

Q. You spoke formerly about the records of the board of public works, and have spoken about the irregular manner in which the business of the board has been done. Now look at the record, and say whether the entries in that record indicate regular board meetings, or whether they indicate something that was done when there was no regular board meetings, and of which you had no knowledge.—A. These entries do not certainly indicate board meetings, as far as I understand them. November 21, November 22, November 24, November 25, 26, 28, there seem to be daily entries, and I am positive about it that I was not informed that such meetings were held. In that respect I might, perhaps, enlighten the committee a little, since we are talking about these meetings. Mr. Johnson, they said, has stated that frequently there was a majority of three. How that is I can very easily understand. Up to the 1st of January the vice-president had not even a room for himself. He occupied a little desk in the clerk's room, but when, since January this year, I persisted in having some weekly board meetings, then a little room was set apart where we had meetings. Before that, ever since Dr. Blake was appointed, he was active; ever since he resigned in the bank he came every day. Mr. Willard would be there, and Mr. Blake, and Mr. Magruder, who occupies the next room, happened to drop in, there would be a majority, and the board meeting was held. You spoke yesterday in your formal examination about Mr. Gentry being designated by the vice-president to make measurements on which moneys

were paid. Now, I called on Mr. Magruder for some vouchers to-day, and he hands me some, of which this is one.

Q. See if that is a specimen of what you have been talking about.

The WITNESS. This is one of those vouchers.

Q. What is that?—A. That is the second of the series of three vouchers. The first bears date July 2, 1873. It is marked informal. I have to correct former testimony. I am not positive whether this informality was there when I first saw that voucher. Now the second voucher is this voucher—\$190,000. Ah, excuse me, that is C. E. Evans & Co. This is a voucher I don't know anything at all of; I believe it was the second voucher of John O. Evans; it bears about the same date; this is something I saw the first time.

Q. Just read what you have there.

WASHINGTON, D. C., July 30, 1873.

Mr. Oertly:

Please make an estimate of what is due Evans Concrete Company, reserving enough to secure the board.

A. R. SHEPHERD,  
V. P.

B. P. W., D. C.,  
Washington, D. C., July 29, 1873.

Hon. A. R. Shepherd, Esq., Vice-Pres't B. P. W.:

SIR: I find the following amounts of work have been performed by C. E. Evans & Co., since and in addition to the work embraced in schedule dated December 23, 1872, viz: Total, \$71,175.75.

Resp'y,

B. OERTLY,  
D'y Eng.

JAMES A. MAGRUDER recalled.

By Mr. WILSON:

Question. Just in that connection, Mr. Magruder, I will ask you if you paid money on that voucher.—Answer. I cannot tell you, sir. I can tell you by going over my certificates, [examining voucher.] Yes, sir, that is paid; receipted.

Q. Now, give me that, if you please, a minute.—A. This paper that is handed to Mr. Cluss a moment ago bears date July 30, 1873, does it not?

Mr. WILSON. Yes, sir.

Q. What amount of measurement has Mr. Oertly made?—A. 71,175.75.

Q. On how many different streets?—A. Nine different streets.

Q. That is what you call a schedule on which you make payments?—A. Yes, sir.

Q. Now, on the 30th day of July, 1873, was there a certificate issued for that amount of money?—A. No, sir, for \$25,000.

Q. That certificate was issued on that measurement?—A. Yes, sir.

Q. And that measurement was requested to be made on the same day that that certificate was issued?—A. Yes, sir.

Q. When did you pay it?—A. It seems to me here the measurement don't bear date of that measurement; bears date July 29, and this the 30th.

Q. That is not a very regular way of doing business?—A. That is a very singular thing. This must have been made out before, or that date might have been wrong.



Q. You think the governor might have put in the wrong date?—A. Yes, sir; from the fact that measurement is dated July 29.

Q. What do you find on the back of that?—A. "Mr. Johnson, direct the auditor to pay \$25,000 on this, and see Mr. Clephane, and Mr. Magruder, and ask him to attend to it and give certificates." That is July 30. That is very proper on that. But this note, if that is what he meant—that belongs to this—this note ought to have been dated, probably, before it is. I do not understand why dated 30th when the measurement was already made out.

Q. Whose name is it on that?—A. A. R. Shepherd, July 30, 1873.

Q. That is pretty quick work?—A. I suppose he could make those measurements, probably, from data in the office. I have seen Mr. Cluss make them from the map.

Mr. WILSON. That may be. I am not asking whether he did or not.

By Mr. HUBBELL:

Q. Did this pay all that was due?—A. No, sir; \$25,000 on \$71,000 measurement.

Mr. HUBBELL. That is all.

By Mr. STEWART:

Q. It is not yet paid in full?—A. He is not paid in full.]

Mr. CLUSS. It will take the balance due him to repair his streets, which are entirely out of order.

Mr. MAGRUDER. I believe you were asked to find out what it would take before we agreed to obligate ourselves to pay him any more money.

Q. You kept back enough money?—A. Yes, sir.

Mr. STEWART. That is all right.

Mr. CLUSS recalled.

By Mr. WILSON:

Question. I understand you to say that here is another of those same irregular vouchers. On the 2d of September, 1873, Albert Gleason asks for a measurement. Look at that paper and see what it is. Shall I read it?—Answer. Yes, sir.

[Witness proceeding to read, the chairman stated that there was no necessity for his reading that voucher, as it was already in evidence on page 2130 of the record.

Q. That is the kind of vouchers of which you say you have spoken as being an irregular mode of doing business?—A. Yes, sir; and I have referred to.

Q. In other words, your complaint has been this: that the president would direct some subordinate of your office to go and make measurements, on which money would be paid?—A. Yes, sir.

Q. Or certificates be issued?—A. Yes, sir.

Q. Without going regularly through your office?—A. Yes, sir. And this is the first I ever saw as to how the money was paid to Gleason for filling up the canal. This is the first I knew of it. Before passing from that voucher, since that voucher is just in your hands, I would like to impress you more earnestly with my serious doubt about its regularity. In that same voucher there is—and I found Maryland avenue, from Thirteenth to Fourteenth street, filling—Mr. Certy measured 1,074,415; and again, Maryland avenue, from Seventh to Eleventh street, grading and haul to canal, 458,260. On page 463 of these so-called minutes the chief engineer was directed to correct con-

tract No. 800, of James Alma, and prepare a contract with Mr. Albert Gleason for grading and setting curbs, and so on, between Maryland avenue and Long bridge, southwest, with blue rock, which will be furnished by the board, to be applied for within thirty-five days. Now, gentlemen, here was a contractor who took off the crust of the road and left it there during the winter, instead of doing it in thirty-five days. He had the money in his pocket for doing the work, which was not done. He left the street in a miserable condition, and so it is to this day. In the same voucher there is another one. This case is disposed of. In that voucher your competent and faithful engineer, Mr. Blickensderfer, has here again found in this high-priced work of Gleason at Seventh and F streets. Now, he finds that excavation cost about \$200 a yard. Now, in this very voucher, without my knowing of it, and without the price being fixed for Mr. Gleason for doing this work, I find, without my knowing of it, the work on — street from Sixth to Ninth, and from Seventh, E. and G. \$56,121.60. Looking this matter up, I found afterward that he had just paid the pay-rolls on the days' work.

Q. Where is that voucher to which you refer?—A. I refer to this Gleason voucher which is here in evidence. Now, when this final voucher was made for this work up there, nothing remained for me but to pay the \$1,000 in addition to this, the whole of which was in his pocket already, or at least went already to the auditor's to be put in his pocket; whether in whole or in part, I do not know. He said: "I had to pay my hands in cash, and you pay me in all sorts of paper." So when he came to me I could not do less than allow him fifteen per centum on these pay-rolls, which have been paid for in this voucher, and this settlement was made. That is the whole responsibility I had for the extreme cost of this work on Seventh and F streets. I have done.

By the CHAIRMAN:

Q. Did you sign a final voucher for that?—A. Yes, sir. The money was already handed over. All that remained for me to do was to sign the pay-rolls.

Q. Did you not pay him more than that?—A. I paid him one thousand dollars in addition to that. I paid him according to the pay-rolls, which I assumed to be correct. He had to swear to them as being correct. He claimed that he paid his men in cash, and wanted 15 per cent. additional, having to take paper which was 25 to 30 per cent. below par. I did not see how he could do his work honestly, pay his men in cash, and take paper which was at so great a percentage below par.

Q. I see on that voucher he only received \$60,000 at the time.—A. But you must see that in this voucher is included the payment of another voucher.

Q. I understand it now.

By Mr. WILSON:

Q. Look at page 2129 in your testimony, and you will find the measurement made there by Mr. Oertly for Albert Gleason, \$14,823: now, was there any part of that work that was not done at that time?—A. I could not say.

Q. Is there any explanation that you desire to give in regard to any portion of that work?—A. I have said before, that this east and southwest from Tenth to Thirteenth street grading and hauling to the canal, \$17,765.25—this work was done without grades being given by the engineer, and, in fact, after the work was done, they dug a hole which I have invited you to look at, which cost us some thousand dollars to fill up.

Q. That I understand; I do not care anything about that.—A. I have given this explanation of F street north and Seventh and G streets; that is what I had reference to. I had further reference to this Maryland avenue, where \$5,000—so much given for just tearing up the street and leaving it afterward.

Q. Are there any matters in any of these vouchers that have been brought out in your testimony with reference to which you wish to make any explanation?—A. No, sir; I just wanted to impress more earnestly the irregularity upon you and the impossibility for the engineer to do his duty under such circumstances.

Q. That work on Maryland avenue, between Thirteenth and Fourteenth streets, and from Seventh to Eleventh, grading and hauling to the canal, was that work done at that time, do you know?—A. I do not think, by looking at this now, the engineers gave any grades there, and indeed I am not positive whether there are any cross sections there since he stopped all at once—by the time I noticed that the whole thing was in a bad state. For sure that filling ought to have been paid. It was certainly wrong to the citizens of Maryland avenue; for between Seventh and Ninth streets some grading was done, and then again the earth was not taken away for filling on Twelfth street, but instead of that it was hauled to the canal.

Q. Have you the papers in reference to this flagging matter?—A. I have received these papers a little while ago, but they are not in full yet. I noticed on January, I believe, the 24th, about \$22,000 have been paid to Mr. John O. Evans for flagging, and I have not been furnished with any data showing me evidence of the order under which it was done, and under what agreement, and I desire to have these transactions in full. There is nothing at all; but the first thing I see here is a voucher for twenty-two odd hundred dollars on two different days after the appropriation of one million was realized, and nothing previous to show how this man comes to furnish any such flagging. The vouchers are in, but the transaction is not complete.

I have seen various irregularities in the few minutes afforded me to examine them. I have noticed, for instance, that Thomas P. Morgan was paid \$1.24 per square foot for flagging—for rough flagging, as rough as you can find anywhere. It is in that little square opposite Seventh street, or rather on Seventh street opposite Mount Vernon Square—mind you, on Mount Vernon Square—where Mr. Morgan was pushed off and Mr. Evans was pushed in to lay that flagging. Then he was given the little reservation just across the street. He laid, to the best of my recollection, about 10,000 feet of flagging, for which he was paid \$12,400, instead of, at the highest rate, \$8,500. In the few minutes afforded to me to look over these papers, I request the committee, if the meeting is to close to-day, that I be allowed to make a report in writing, and furnish it to the committee for a record of the whole transaction.

Q. Now, Mr. Cluss, at a former part of your investigation there was some discussion here in regard to the grading of private lots. State how they came to be graded; who was responsible for it, and what connection you had in regard to it.—A. If the committee ask me, according to my maxim, I shall answer. Here is in that very voucher, square 212, grading and hauling to the canal, \$19,600. This is for the charge for grading of those lots belonging—I do not remember to whom—but just a few lots west of Senator Bayard's and Senator Edmunds's. It was done to reconcile the property holders and to indemnify them for change of grade. I think Judge Wylie is the owner.

Q. Do you know of any other cases in which private property has been graded?



By Mr. MATTINGLY :

Q. Where was that?—A. It is on Massachusetts avenue, between Fourteenth and Fifteenth, where the board of public works injured the property, and then afterward, in order to pacify the indignant property-holders, they had to do this as a matter of justice to them.

Q. Do you know of any other private property being graded down?—A. If my eyes had not happened to have fallen upon this very item here, I would not have remembered this one. I think there have been others, but I cannot recollect them just now.

Q. Do you know of any cases in which earth was taken off private property for the purpose of filling up lots?—A. I was speaking just now of cutting down private lots.

Q. I am speaking of where they took earth from public lots and filled up private lots with it.—A. No, sir; this I do not know anything about. If it has been done, it has been done without my knowledge; that is, to the best of my knowledge and belief. I might be mistaken.

The CHAIRMAN. Gentlemen, we expect to close this case to-morrow. We will sit to-morrow till we close the testimony finally. We hope every gentleman will come here to-morrow with this in view, so that any little matters you may have omitted you will put in to-morrow.

The committee then adjourned till 10 o'clock to-morrow morning.

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WEDNESDAY, May 27, 1874.

The committee met at 10 a. m., pursuant to adjournment.

GEORGE H. WILLIAMS, Attorney-General, having been duly sworn, testified as follows :

By the CHAIRMAN :

Question. Mr. Attorney-General, there was some question that I believe you wanted to explain to the committee relating to some grading in the neighborhood of your house. Please to go on in your own way, and make such a statement as you wish.—Answer. Mr. Chairman, I am advised that an attempt has been made to make it appear that Messrs. Riley and Clark graded my property at public expense, and I desire to make a brief statement upon that subject. My house is situated on lots 8 and 9 of block 159 of this city. Prior to the construction of the house Mr. Riley did no work at all upon those lots. Subsequently he made application to take the gravel from these lots in the rear of the house, which he was permitted to do as a matter of favor, and with the understanding that he should level down the lots so as to fill up the holes made in digging out the gravel. He accordingly took out of the lots a large amount of gravel, digging deep holes in the lots for that purpose, and then removed dirt from the other parts of the lots so as to fill up the holes thus made.

Several persons applied for the same privilege, and it was given to Riley as an act of favor. This is all the grading he ever did upon those lots inside of the streets and alleys—the streets and alley boundaries—and I say emphatically that he is not, and never was, entitled to receive from anybody one cent for this work, for it was done with the express understanding that he should have that gravel, and for it should level down the lots. I understood the gravel to be worth at the time about 25 cents per load.

On the west side of Connecticut avenue there are several lots that were 8 or 10 feet below the street, and in which there was stagnant water for the greater part of the time. These were public nuisances. Riley was anxious to get a job to fill up these lots, and take the dirt from the high ground adjoining the lots, or those on which my house stands. He came to my house frequently, and importuned Mrs. Williams to write a letter to Governor Shepherd to aid him in getting a job. Accordingly, at the instance of Riley, she wrote a letter to Governor Shepherd upon that subject. Riley afterward represented that he had obtained the contract, and came with his plows and carts, and, after obtaining instructions from Mrs. Williams as to where and how the dirt should be taken, commenced hauling it away. I state emphatically that Riley represented that it would be a favor to him to allow him to take this dirt, as it could be hauled with comparatively little trouble and expense to the lots that he was engaged to fill. Several other persons were allowed the same privileges, and hundreds of loads of dirt have been hauled away upon a similar understanding. Mr. Clark is engaged to day with ten or a dozen carts, and has been for two or three weeks, in hauling away dirt from adjoining lots, upon expressly the same understanding that was had with Riley. Mr. Clark applied to me through my neighbor, Mr. Morgan, for the privilege of taking dirt from those lots to execute a filling contract which he had, and I granted him the privilege, he agreeing to take the dirt according to my directions, leaving the land in a good condition. He has the same right to charge the board of public works for this favor that Riley has for charging the board for a similar favor granted to him.

I state emphatically that Riley has no right to charge the board of public works one cent for the removal of this earth, nor has he any right to charge me for that work, for the express understanding was that it was given to him to enable him to perform a contract of filling which he had. I never asked the board of public works, nor did I ever expect the board to do any work upon my private property. Nobody has ever made any application in my behalf for that purpose, and I had no intimation whatever that Riley intended to make any charge for the removal of the dirt.

Some three or four months ago I received a letter from Mr. Crittenden or Chittenden, a lawyer of this city, in which he stated that the board of public works had refused to pay Messrs. Clark & Riley for work done upon my premises, and wanted me to pay them for that work. I answered Mr. Crittenden by saying that the understanding was that this dirt was to be removed from those lots without any charge, and for the purpose of enabling Mr. Riley to perform his contract for filling; that I was not indebted to him in any way; and that I would not pay him anything for doing that work.

There was a public alley adjoining my property to be opened and graded; and there were streets to be graded and improved about the property. This expense was, of course, legitimately chargeable to the board of public works. I am not able to state the value or the amount of that work or by whom it was performed; but I deny that any man has ever performed any work upon my property with my knowledge at the public expense.

By Mr. STEWART:

Q. I desire to call your attention to that letter. [Referring to document. — A. I suppose this to be the letter that was written by Mrs. Williams, at the instance of Riley.

By the CHAIRMAN :

Q. Do you wish to put that in as part of your statement ?—A. She writes to Governor Shepherd in the first place, in reference to supplying the street with gas, and then adds :

I hope not to be obliged to trouble you again for some time. The high ground lying next our lot needs lowering some, and as there are in the vicinity several lots to be filled, I should be glad if the dirt for that purpose could be taken from our land, as it is the nearest point for obtaining soil.

Accept my thanks for past favors, and believe me, with high esteem, most faithfully your friend.

By Mr. STEWART :

Q. That was the letter to which you referred ?—A. That was the letter to which I referred.

By the CHAIRMAN :

Q. Have you stated all that you desire ?—A. I have stated all that I care to state upon that subject.

Mr. WILSON. I do not wish to ask you any questions. There are some documents here of the board of public works in reference to the same subject, which do not affect you at all ; but, in order that there may be a complete understanding of the whole matter, I think it advisable to put them all in evidence. The indorsement on the back of that letter is this : “ Mr. Johnson : See that these things are attended to ; call special attention. A. R. S.”

That letter bears date the 7th of October, 1873. On the back of it is this : “ Respectfully referred to Col. Clement Hill, general inspector, who will please attend to these matters at once.” This was on the 8th of October. “ By order of the board : Edward Johnson, assistant secretary.”

Then. “ October 15, 1873. I have to report that the gas company have placed the gas up to her house. Messrs. Riley & Clark have commenced to do the grading that Mrs. Williams requested done, and I will see it completed to her satisfaction.

“ Very respectfully,

“ CLEMENT HILL,  
“ *General Inspector.*”

Then on the 14th of October, 1873, which is the day before Hill makes this report, occurs this :

BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA,  
*Washington, October 14, 1873.*

GENTLEMEN : You are hereby requested to grade and fix the property of Attorney-General Williams to the satisfaction of Mrs. Williams. This work must be commenced at once, and finished without delay.

By order of the board.

Very respectfully,

CLEMENT HILL,  
*General Inspector.*

MESSRS. RILEY & CLARK.



The next document that appears here, in order, is the following:

A.

WASHINGTON, D. C., September 4, 1873.

*Board of public works, District of Columbia, to Riley & Clark, Dr.*

To 236 cubic yards of filling on premises No. 1129, belonging to Mrs. Annie Connor .....	\$70 80
To 297 cubic yards of filling on premises No. 1127, belonging to Mrs. Serena Bowman .....	89 10
Total amount.....	159 90

Total cubic yards, 533, at 30 cents per cubic yard.

I hereby certify that I have measured the above work performed by Riley & Clark under my supervision, and by order of the board, and find their account correct.

The haul of this earth was 700 feet.

L. G. CLOSE,  
*Street Superintendent, Eighteenth Street.*

[Indorsement.]

The within work was done by order of the board to fill in front and rear of the two houses raised.

CHAS. W. CUNNINGHAM,  
*Inspector.*

Also :

B.

WASHINGTON, D. C., October 4, 1873.

*Board of public works, District of Columbia, to Riley & Clark, Dr.*

To filling lots condemned by the board of health, situated in square 161, between Eighteenth street and Connecticut avenue, 2,642 cubic yards, at 30 cents .....	\$793 60
--	----------

I certify that the above measurement was made by me; that the work was performed under my supervision, and by order of the board.

Very respectfully,

L. G. CLOSE,  
*Street Superintendent of Eighteenth and N Streets.*

OCTOBER 4, 1873.

N. B.—This haul was made from Attorney-General Williams's premises, say 700 feet distance.

[Indorsement.]

L. G. C.

The within bill is correct. I was ordered by Mr. Shepherd to get rid of the dirt from Mr. Williams's lot. As this was a near haul, and condemned by the board of health, I had it filled. Dr. J. B. Blake is the agent for lots filled.

CHAS. W. CUNNINGHAM,  
*Inspector.*

Also :

C.

EXECUTIVE OFFICE, DISTRICT OF COLUMBIA,  
*Washington, December 18, 1873.*

DEAR SIR: The governor directs me to request you to have the work done by Riley & Clark around General Williams's property measured, &c., so that a settlement can be effected at once.

Very respectfully,

WM. TINDALL,  
*Secretary to Governor.*

HON. HENRY A. WILLARD,  
*Vice-President Board of Public Works.*

[Indorsement.]

BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA,  
*Washington, 12, 13, 1873.*

Respectfully referred to the engineer in charge.  
 By order of the board.

FRANK T. HOWE,  
*Chief Clerk.*

Respectfully returned for file.

A. CLUSS.

6, 1, 1874.

Account transmitted with 13,850, board of public works, 1873, vol. 5. File.

Also :

D.

BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA,  
*Washington, December 20, 1873.*

To the Hon. BOARD OF PUBLIC WORKS,  
*Washington, D. C.:*

GENTLEMEN : His excellency Governor Shepherd verbally directed me, early in October last, to see Mrs. Attorney-General Williams, and have her premises put in order to suit her taste.

To accomplish this, I tried four contractors, and Messrs. Riley & Clark were the only ones willing to undertake it, which I directed them to do as instructed by a written order from the board, No. 9962, vol. 4. My impression is that the improvement of her immediate residence was only contemplated by all parties.

Very respectfully, &c.,

CLEMENT HILL,  
*General Inspector.*

[Indorsement.]

BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA,  
*Washington, December 22, 1873.*

Respectfully referred to the engineer in charge.  
 By order of the board :

FRANK F. HOWE,  
*Chief Clerk.*

Respectfully returned for file. 6, 1, 74.

Accounts transmitted with 13,850, board of public works, vol. 5, 1873.

A. CLUSS.

Also :

E.

ATTORNEY'S OFFICE, DISTRICT OF COLUMBIA,  
*Washington, October 27, 1873.*

SIR: It appears that Riley & Clark have filled lots condemned by the board of health, and that they presented to the board of public works bills for the amount claimed to be due them. I have heretofore, on several occasions, furnished opinions to the effect that the board of health and the board of public works are entirely distinct, and in no respect liable for the acts or obligations of one another.

Of the correctness of this opinion there cannot, I think, be any doubt. I have, also, in several communications, stated that the powers of the board of public works (except as they may be enlarged by acts of the legislature) are confined to the streets, avenues, alleys, and sewers. Filling of lots is, therefore, no part of the legal duty of the board.

The bill of Riley & Clark, as presented, cannot, then, be paid by the board, nor can the board charge the amount against the lots filled, for it is not authorized to fill lots which the board of health may regard as nuisances. The form in which the bill is made out, however, is inconsistent with the statements of Inspector Cunningham indorsed on it, as well as with the indorsement in your office. Mr. Cunningham states, in indorsement, that the filling was ordered by Mr. Shepherd, and the dirt hauled away from a lot of Attorney-General Williams, between Eighteenth and N streets, and then adds the statement that, the lot being condemned by the board of health, he had it filled, and afterward that the work was done by order of the board of public works, to fill up in front and rear of two houses raised by it.

I cannot reconcile these statements or arrive at any correct conclusion as to the authority by which the work was done. If the hauling was done by order of the board of public works in the making of a road or in any work intrusted to the board, a bill made out in reference to such fact against the board of public works can be paid by it; otherwise I am unable at present to see how the board can take any legal action in reference to the payment.

Respectfully,

WILLIAM A. COOK,  
*Attorney District of Columbia.*

Hon. H. A. WILLARD,  
*Vice-President Board of Public Works.*

Mr. MATTINGLY. Those two houses referred to were paid for by the board for this reason, that the property was damaged, and, in order to prevent a claim for damages, the board raised the houses and filled up underneath, the same as they would underpin any houses.

Mr. CHRISTY. You will find this whole matter of record on pages 442 and 443 of the investigation, relating to the charge against Rhode Island avenue.

CHARLES S. JOHNSON recalled.

By Mr. WILSON:

Q. Have you examined the records of the board to see whether any such orders appear upon the records as are indorsed upon the papers which I have just read in the hearing of the committee?—A. I looked in regard to the letter of October 14. That appears to be a letter from Colonel Hill to Riley & Clark, and is not upon our records. The authority under which it was done is probably an indorsement upon the paper which you read just preceding it.

Q. Is there anything upon the minutes of the board showing anything about this transaction?—A. I did not examine further than that.

Mr. WILSON. See if you can find any records here in regard to it. It is stated to be by order of the board.

[Pending the witness's search for the order for this document.]

W. L. RILEY was recalled.

By the CHAIRMAN:

Q. You filled up these lots of which Dr. Blake is the agent?—A. Yes, sir.

Q. And you put in a bill for it; do you remember the amount of it?—A. It was \$1,150.95.

Q. Here is a bill for \$793; what is that?—A. That was Dr. Blake's lot and these two women's lots; maybe they made out a separate bill, but they paid me all together.

Q. The bill is, "The board of public works of the District of Columbia to Riley & Clark, Dr. For filling lots condemned by order of the board of health, \$793.60."—A. I think that is the lot that Dr. Blake was agent for, and the others were put together.

By Mr. STEWART:

Q. Was that the lot Dr. Blake was then acting as agent for?—A. Yes, sir; it must be this way: The three lots were all measured together, and it came to \$1,150.95. It is one bill. We never put in but one bill.

By the CHAIRMAN:

Q. This was all for filling those lots?—A. Yes, sir; \$1,150.95 was for filling those.



Q. What was the price; 30 cents?—A. 30 cents for the filling.

Q. How much for the haul; did you get anything for the haul?—A. Yes, sir; we got 700 feet—no, there was 700 feet haul, and we got 6½ cents—700 feet haul and 200 feet off. We got 500 feet at a cent and a quarter, making 6¼ cents.

Q. Where did you get this dirt?—A. The dirt came, most of it, from the English minister's cellar, and a portion from Mr. Ingersoll's lot, opposite the Summer school-building. He gave us permission to get the gravel and stuff, and we had to take the dirt off the top. Some little dirt may have come from in front of Attorney-General Williams's. When they were fixing the pavement for concrete or artificial pavement, I hauled some dirt from there.

Q. Into this lot?—A. Into that lot, yes, sir; but no dirt came from Attorney-General Williams's place to go into that lot; that came out of that order—

Q. But here is a bill for \$793.60.—A. Most of that came from the English minister's cellar.

Q. It reads: "I certify that the above measurement was made by me; that the work was performed under my supervision and by the order of the board. L. G. Close." Do you know him?—A. Yes, sir.

Q. "This haul was made from Attorney-General Williams's premises, 750 feet distant?"—A. He added that to it, but that was not the distance of the haul; it was farther, and he asked me how we would come at it; I said, "Just make it from where the dirt came in front of the Attorney-General's." The other was a hundred feet farther; and he supposed the other was farther. It was a thousand feet from our place up to the English minister's from that cellar.

Q. Then this statement is incorrect; this dirt did not come from Attorney-General Williams's at all?—A. No, sir; none of it hardly; very little. As I told you, a little of it in front did.

Q. Do you say that this was charged to Rhode Island avenue?—A. Yes, sir.

Q. How do you know?—A. It was written on the certificate.

Q. On this certificate?—A. No, sir; on the certificate that I got; I got certificates.

By Mr. STEWART:

Q. Have you those certificates with you?—A. No, sir; the report of 1873 will show it.

Mr. CHRISTY. It is in evidence there.

The WITNESS. You can see it in the report. The certificate was charged to Rhode Island avenue, and after the report came out I hunted it up, and it shows in the report that it was charged on Rhode Island avenue, between Seventh street and New Jersey avenue. It is on the certificate where the work was done.

Mr. MATTINGLY. That was in evidence before, when you were on the stand.

The CHAIRMAN. Exactly, but I am asking again about it. [To the witness:] I am trying to find out now, sir, what connection all this had with Attorney-General Williams's property.—A. Well, Attorney-General Williams's property—this work was done in August, and the Attorney-General's order never was in for work until the 14th of October. It does not attach to this at all; it has no relation to this at all. It was given on the 14th of October, and I went to work on the morning of the 15th. This work was done in August.

Q. Let me see if I understand you. What did you do on the morning

of the 15th?—A. I went to work at Attorney-General Williams's place grading down his yard; then grading the lot and cutting the alley up through the square—up through square 159, I think. A portion of that dirt went into square 140, and a portion I sent to B and Seventeenth streets.

Q. Where is square 140?—A. It is a square or two to the left of that.

Q. One of those lots to be filled?—A. Yes, sir. There was some to be filled up, and most of the dirt went into an alley. There was an alley to be filled up in this place. A big "T" alley went into square 140.

By Mr. STEWART:

Q. Was it a public alley?—A. O, yes, sir. There was a very large alley that goes through it; an alley, if I mistake not, that is to be paved; a 6 foot pavement one way, so I have been informed. It is a 30-foot alley.

By the CHAIRMAN:

Q. Where did the rest of the dirt go to?—A. I sent—I think the carts were running from three to four days. I had 18 or 20 carts running. Mr. Clark was filling at that time at the corner of Seventeenth and B streets—way down at the canal, nearly three-fourths of a mile haul—and he asked me if I could assist him in giving him some dirt; that he would not have enough from N street to finish. I did so, and I never got anything for that haul. I think it is a thousand feet.

Q. Have you made out a bill for this work of which you speak now?—A. They sent the engineer up and measured it when the work was done, and paid me a portion of it. It is there; I think I gave it to you.

Q. A bill for this work?—A. Yes, sir; I have a little memorandum here showing what I was paid on it, and what the whole thing cost.

Q. Wait a moment and let me see if I can understand it. This is "Washington, D. C., March 26, 1874, board of public works, District of Columbia, to Riley and Clark, debtor." This is a very late bill. Who made it out?—A. I had that made out myself since the committee sat.

Q. Who made it out for you?—A. Mr. Thompson, I believe; Dr. Thompson. You have the order for the work there, haven't you? I gave it to you with the papers.

By Mr. WILSON:

Q. That order that was made by Hill?

The WITNESS. Yes, sir.

Mr. WILSON. Yes; that has been read.

The WITNESS. I just had it made to show what I had been paid, and what was coming to me.

By the CHAIRMAN:

Q. Wait a moment; I want to get at this, if I can. You have charged in this bill 9,487 yards of grading, at 30 cents a yard. Where did that dirt go?—A. Into square 140 and to Seventeenth and B streets.

Q. You have charged 9,487 yards of haul, at 12½ cents a yard?—A. Yes, sir; they allowed me a thousand feet haul; but the dirt I sent to B street was near three fourths of a mile, but I never claimed anything, and let it go in with the other. When I went to do this work I asked Mr. Hill if he had any place designated for me to deposit this dirt. "Damn the dirt," he says; "put it wherever you please; make it the shortest haul you can get." Square 140 was the shortest; and when I sent the other down to B and Seventeenth streets, I didn't claim any haul

for it, because I thought they would say I wanted to make as long a haul as I could.

Q. Had you a contract for filling square 140?—A. No, sir; no contract at all. There were some parties there that had some lots that they wanted filled, and all I have charged them for it was—I have to tear down a back building and take the lumber and lay it up for them, and then take down their yard-fences, wood and coal sheds, and privies, and all such things as that, and furnish the men there, and shove the dirt in under the houses—I do not think any man paid me over \$60. It would not amount to paying for tearing down the buildings, and the men for fixing the dirt in there.

Q. I see here that \$86.70 of this was charged to Rhode Island avenue. Why was that?—A. It was given to me in five different certificates. There was one certificate—

Q. Just answer my question.—A. That is the only way I can explain it to you.

Q. Well, I want you to explain it; \$86.70 of this was charged to Rhode Island avenue.—A. Yes, sir.

Q. Was that because some dirt was put upon Rhode Island avenue?—A. None of it at all. It was all done clear inside of the pavement. I did the terracing right up in front.

Q. I am asking you where this dirt went to; did any of it go into Rhode Island avenue?—A. No, sir; it all went to where I have told you—square 140, and Seventeenth and B streets.

Q. Then there is \$353.10 charged to alley in square 159.—A. That is all right, sir.

Q. Did any of the dirt go in there?—A. No, sir; it came out of that; I cut that alley.

Q. One thousand seven hundred dollars is charged to square 140.—A. That is right.

Q. You filled that?—A. Yes, sir; the larger portion of that dirt went in that alley in square 140, which it needed; it needed a good deal more for it; there was dirt enough there to fill the whole thing; I had to stop; there was a good deal of grumbling among the neighbors; there was a good deal of dirt there; the alley was very badly needed.

Q. Then no part of yours went into Dr. Blake's lot?—A. No, sir; it was that filled along in the latter part of August.

By Mr. STEWART :

Q. There is \$1,892.17 not paid?—A. Yes, sir; the governor refused to pay me.

Q. What did you do at Attorney-General Williams's, outside of this lot; you graded an alley?—A. Yes, sir; I graded an alley, and took his yard all down.

Q. You graded the alley?—A. Yes, sir, and graded the yard.

Q. How much was there in that alley?—A. Indeed I don't know. Mr. Franklin measured it altogether.

Q. That was a public alley?—A. Yes, sir; that is, he measured, sir; but he made the bill out altogether. I don't know how much there was in the alley.

Q. Then you terraced the front?—A. Yes, sir.

Q. The street was a good deal below the house, wasn't it?—A. The street is still below the house 8 feet.

Q. So that the street was actually below the house?—A. Yes, sir.

Q. You terraced the front?—A. Yes, sir; there was a bank of gravel so high, [indicating.] I took that off and hauled soil and put there. I



dumped the gravel into square 140; it was this red gravel, loam, of no benefit.

Q. That was in a street, that terrace?—A. It was clear inside of the pavement.

Q. Was it in the street, or in on the private property?—A. On the private property, but in front of the building-line.

Q. Was it inside or outside of the building-line?—A. It was between the building-line and the pavement.

Q. Between the building-line of the street and the pavement?—A. The building-line where the house sets on. The house sets back, I think, of the building-line; any way, it was between the house and the pavement.

Q. The board of public works have been parking, have they not?—A. No, sir.

Q. In different places over the city?—A. O, yes, sir; in some places.

Q. Between the sidewalks and building-line?—A. Yes, sir; frequently. But that is not the case there. Her terrace comes right out to it. She is not going to have her place cut in at all.

Q. But, instead of cutting it down, as they do in many places, grading it off on a level with the street; this was terraced up?—A. It was a great deal above the street, and was cut down.

Q. Was it graded with the level of the street?—A. No, sir; it was terraced there—First and Second.

Q. Then this work in front, you did not grade it down the street, the full width of the street, but, instead of that, you terraced it down, leaving—A. Yes; it comes right up around to the building-line; then there is a flat place and then another terrace.

Q. The board of public works paid you for this?—A. Yes, sir; that is, they charged \$86, and I suppose that is just what that is for. There were five certificates given.

Q. You had no difficulty with the board of public works, then, so far as this alley was concerned, and this terracing in front of the property?—A. I do not know how they designate that. They measured it all together.

Q. Have you got your pay for that?—A. I got a portion of the pay for the work.

Q. Have you got pay enough to cover that?—A. No, sir; not to cover my work there.

Q. That is not what I ask you—that particular part of the work?—A. They paid me some 21,000 and some odd hundred dollars.

Q. Was the amount of money received enough to cover the terraces and parking in front of Attorney-General Williams's?—I suppose it was.

Q. Then, you say, you paved a public alley somewhere?—A. Yes, sir.

Q. Where was that?—A. That is in square 140.

Q. Did you get pay for that?—A. They charged \$1,700 to this.

Q. The board allowed you for filling that alley?—A. Yes, sir; they charged to the square 140; it don't say alley. It leaves it open to an assessment to every poor property-holder in there. If they had put it to the alley it would be a different thing.

Q. It was proper to be charged to that alley?—A. Yes, sir; that is my opinion. They could have said her place as easily as they could have said square 140, and I think that would have been the impartial way of doing it.

Q. Then the dirt you hauled down to B street, for what purpose was that hauled?—A. Mr. Clark was to put the pavement there and had

the filling to do. He came up to ask, if I could spare the dirt, to let him have it. His son and he were partners.

Q. That went into the contract and the contract was paid for, was it not?—A. No, sir; there was no contract.

Q. You did not get anything for it?—A. No, sir; not any contract; I did not get anything for it.

Q. Mr. Clark had a contract?—A. I do not know whether he had or not.

Q. Was he doing it for nothing?—A. I do not suppose he was. He is not so liberal.

Q. Do not you know that he was executing a contract there, and wanted this dirt to help him carry it out?—A. But that was not paying me for it. Mr. Clark was ordered to put the dirt in there just the same as we were doing. He was getting paid for N street.

Q. You were getting paid for fill in every instance when you took the dirt away?—A. No, sir. I took no pay except for a number of yards I took from Attorney-General Williams's place. Not one cent anywhere else.

Q. Did not you at the time want pay for filling this alley?

The WITNESS. What alley?

Q. In the square you speak of—140.—A. No, sir; I never asked pay for it. If they had given me the alley, I should have charged nothing for the other.

Q. When you were doing this you supposed they would pay you for the fill?—A. No, sir; I went to do Mr. Williams's work, and I expected to be paid for the other. Since I have been a boy nine years old I have been an orphan, and have had to work myself along, and I never met with any party that treated me so badly, and deprived my family of my earnings, as I have been done in this case. I do not see any use of your cross-questioning me about it.

Q. There would not have been any difficulty if the board of public works had paid you for the filling of the alley?—A. No, sir. They were to pay for the work done in and around Attorney-General Williams's place. I asked pay of the board for taking off that hill, and nowhere else at all.

Q. Who told you to take the earth down to the fill on B street under Mr. Clark's contract?—A. I had the privilege from Mr. Hill when I took it there. I never claimed any haul, or ever got anything for it. Mr. Clark had the contract for N street, and deposited his earth there. He got nothing for that haul down there. His haul was measured from N street to about Seventh and B. I never got anything, and I never asked anything; but when I was doing this other work, I went to Mr. Shepherd and told him. I said, "I am in need of a little money." He said, "I will give you a note to the board, and they will make a settlement with you. When you have it measured up, that can be deducted from it." He called some man, whom they styled doctor. They all rank from brigadier-generals down to captains, colonels, and so on, there.

By Mr. MATTINGLY:

Q. You know Dr. Tindall, do you not?—A. No, sir; but he was a little man, and was a very clever little fellow. The governor called him and told him to give me a note; and he gave me a note. He says to me, "Do you understand that?" I says, "No, I do not." He says, "When you go down there just call that off to whoever you give it, and it will be all right." I carried the note to Mr. Johnson and gave it to him. When I went to see Mr. Willard, he said he did not know anything about the work, and would have nothing to do with it.

A day or two afterwards I called to see the governor again. He said it was very singular, or something to that amount. That he would see about it. So I went down there and saw Mr. Willard and asked him if the governor had said anything to him. He said, "This is twice you have been running to the governor about this work." I said "Yes, and twice more if necessary." So eventually Mr. Cluss came up and knocked us off from the work, and said that it was wrong that the work had ever been done, and there was too much done now, and told me to quit that night. I said I would do so. He sent an engineer up and measured it. I then went to see the governor, and told him about it. He spoke in very emphatic language, and said that the work should not be paid for while he was governor. He said that Clem. Hill was an idiot if he ever ordered it to be done.

Q. What objection had the governor to paying for this work?—A. I do not know. He said he would not pay for it. I showed him the order for it, and he said he did not care anything about the order.

Q. It never occurred to you when you were doing the work that there could be any possible objection to the board of public works paying for it, did it?—A. No, sir. I didn't know what arrangement was made between the Attorney-General, for the Attorney-General hardly ever spoke to me. Mrs. Williams was frequently about the place; she attended to all the work herself there. The general was always off at his own place. I do not think the general hardly knew how the arrangement was. I do not believe the general had anything to do with it. So far as I ever saw of him he is a perfect gentleman.

By the CHAIRMAN :

Q. Do you think there was anything ungentlemanly about this performance?—A. I think I ought to be paid for my work.

Q. I mean up to the time they refused to pay you?—A. No, sir; if I had fifty or one hundred thousand dollars, and General Williams or Governor Shepherd had come to me, they would have gotten the last cent. No man appreciated them more than I.

Q. Your complaint really is, that you did certain work, and have not got your pay for it?—A. No, sir; I have not. I even had to sell my horses and carts to pay my men off Christmas, and I have paid the last penny I owe.

By Mr. WILSON :

Q. How much work did you do on the Attorney-General's premises?—A. Well, that is the measurement.

Q. What is the amount—the number of yards removed from there?—A. Nine thousand four hundred and eighty-six yards.

Q. Who measured that for you?—A. Mr. Franklin.

Q. How much of that have you been paid for?—A. \$2,139.08. There is a balance yet due of \$1,892.07.

Q. How came you to quit the work?—A. Mr. Cluss came up and knocked us off from work. That was just about the time they talked about having an investigation up here. Everything went on well up to that time. Mrs. Williams herself told me to go on with the work until the board told me to stop. She was perfectly willing to have the whole place taken down.

D. C. FORNEY sworn.

By the CHAIRMAN :

Q. There was a gentleman by the name of Rhinchart here a few days ago, who brought your name somewhat before this committee, and I un-



derstand you desire to make some explanation.—A. Yes, sir; I just wish to state, in that part of his testimony where he says I shared profit with Mr. Brown, he is mistaken. I never shared any profits, or had any money transaction with S. P. Brown that had any connection with the board of public works.

Q. Is there anything else?—A. No, sir; that is all I know of.

CLEMENT HILL sworn.

By the CHAIRMAN :

Question. Were you superintendent of this work done by Riley & Clark?—Answer. I was, and gave them the contract.

Q. State now what you did.—A. I received a communication from the board authorizing me to introduce gas into the premises of Mrs. Williams as soon as I could, and have such grading on the premises as might be requisite. Now the word "premises" led me into a mistake. I thought "the premises" included on or about two lots on which her house was built. Acting on that I put this work out. When that work was about being finished, a bill for alleys and avenues was sent in by day's labor, or what I call "piece-work." I approved it, but the board rejected it, and sent Mr. Franklin to measure it. The two approximated so nearly that I do not know which was paid, but it was arranged to the entire satisfaction of all parties interested. Then, now here comes my mistake. The work was still continued. At the time I did not know Mrs. Williams owned property above. I see my fault now. I should have gone to work as general inspector to ascertain who was carrying that work on, and by whose authority, and who was to pay for it. That I neglected to do; consequently I assume the entire blame from beginning to end. The board of public works have nothing to do with it in any shape or form. All that Mr. Riley says is correct. He and I got on very well together. When the work was stopped the bill was sent in, amounting to the sum he has named. Governor Shepherd refused in the most emphatic terms to pay it, and sent for me. It is unnecessary to repeat what he told me, but what he said to Mr. Riley was, that I was an idiot if I had ordered the work. I did not order the work; consequently, I am not an idiot. Mr. Willard sent for me, and asked me if I had ordered it. I said, "No, that I misunderstood the order." I told him that I should have ascertained who was doing that work, and that I assumed all responsibility for the mistake. He upbraided me as severely as did the governor. Riley and myself were getting along very comfortably and quietly together at that time.

Q. I do not quite understand yet how you made the mistake. Just repeat how it came that Mr. Riley continued on this work after this period that you speak of.—A. Simply, I think, that when the bill was handed in and paid, I regarded my services as closed; from that time forth I gave it no attention. I used to pass there backward and forward, and used to talk with Mr. Riley—Mr. Riley still going on with the work until he was stopped by Mr. Cluss, under order of the board or by Mr. Cluss's own order. You understand, I wish to be explicit as I go along. Now, here is where my fault was, and I hold myself responsible for it. I should have ascertained who was doing that work, and notified the parties that it was not the board of public works. That I did not do, and when the bills were ignored and refused, I was considerably alarmed about it. To be very candid, in the first place, I wished to keep up a good feeling between everybody, Mrs. Williams, the Attorney-General, the contractors, myself, and all. That is what I

was trying for, and then, to be very candid, self controlled all my actions. I thought it possible I might be a big loser, and I went to work to endeavor to manage it, and worked it along, I think, very judiciously. I commenced first with three hundred apiece—that is for the two contractors, Mr. Riley and Mr. Clark. Mind you, I never spoke to Mr. Clark except to old Mr. Clark. They offered to compromise: after that, Mr. Riley brought suit against the board. I went to see Mr. Crittenden, his lawyer, and by a statement that Mr. Riley and I made, we agreed to a compromise by payment of \$250, making \$500 apiece. Mind you, I never saw Mr. Clark to my knowledge except once, possibly. It was Clark, the elder, with whom I was talking. The transaction was carried along through him; and in this very building Mr. Riley told me that he would take cheerfully \$200 and quit the whole thing. He said if he could get \$200, he would then give the whole thing up, and thank God for it. Put him on the stand, and he will not deny it.

Q. The board refused to pay that?—A. The board had no more to do with it than you gentlemen. Don't I tell you why I did it? I was afraid of getting into a lawsuit, and the board ignored it in the most emphatic manner.

Q. Who was to pay the money?—A. I did think Mrs. Williams would pay some; and, to be very candid, if Mrs. Williams had not paid, rather than to have a lawsuit, I do not know but that I myself would have done it. I am telling you God's truth. Self governed me out and out, and good feeling also.

Q. Why was not the \$200 paid?—A. I would have paid the \$200 from my own pocket. I could have gotten along very well with Mr. Clark and Mr. Riley both, but when we got up to this \$200 money was very scarce, and actually and truthfully we had not the money to pay the \$300. Then when we came to \$250, we had not that, and when we got down to \$200, I would have paid mine, and then I thought if I did it might look a little fishy. I have always borne a good character in this community ever since I came into it, and I want to go out of it as I came in.

By Mr. WILSON:

Q. Do you recognize this letter as being the one you sent to the board of public works? [Handing witness a letter.]—A. Yes, sir; that is mine.

Q. You say in this letter that Governor Shepherd directed you verbally to do this work in a way that would suit the taste of Mrs. Williams. Is that the fact?—A. Yes, sir; it is. I may have gone a little farther than Governor Shepherd, since, when I am writing about ladies, I go along a little on the fantastic.

Q. This is the report of your proceedings to the board of public works?—A. Yes, sir. If you go and look over my reports, some of them to Vice-President Willard, you will find some of them are very funny.

Q. I don't see anything funny about this.—A. I don't say Governor Shepherd told me that—"to suit her taste."

Q. You did say so in this report to the board.—A. It may be so that he told me. I think if he did not say that he meant it.

Q. You reported it according to your understanding of this order?—A. Yes, sir. My idea was that the two lots occupied by the house, and not the whole square. I think that letter is all correct, with the exception, perhaps, of what is said there about Mrs. Williams.

By Mr. MATTINGLY:

Q. State as to what you understood by the word "premises;" whether

it was the inside of the lot, or the outside, over which the board had terraced.—A. I think it was what the board had terraced outside. If there is any mistake I assume the entire responsibility.

ADOLF CLUSS recalled.

By Mr. WILSON :

Question. What do you know about this work, that these witnesses have just been speaking of, having been ordered to be done?—Answer. Well, sir; to the best of my recollection, some time about the middle of November Mr. Riley and Mr. Clark came and brought a bill for days' work done on that square up there; and I did not know anything of it, and I went out there. I took Mr. Barney out. As soon as we got there we found that this bill of about \$1,600 was only a bill up to the 1st of that month, and that already there was another bill of about \$1,100, and the work was still going on; so I told him to stop at once. I sent out an engineer to measure what had been done, so as to be able to come to some conclusion. Mr. Franklin went there, and brought the following statement: "Grading by Riley & Clark on square 159, from alley, 1,177 cubic yards; north of alley, on the lot, 2,826 yards; south of alley, on the lot, 3,160 yards; terrace on Rhode Island avenue, 289 yards; Attorney-General Williams, 2,035 yards; which make altogether 9,487 yards."

Well, I consulted with the members of the board as to what this was, and by and by we found that the order, most likely unguardedly, had been given to Mr. Hill. Under the circumstances, I construed that order that the alleys around Mr. Williams's property should be graded, and so proposed to make out the bills. There seemed to be some difference of opinion about it, and they wanted to do the best they could under the circumstances. So, several weeks afterward, on December 12, I received the following letter:

BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA,  
*Washington, December 12, 1873.*

Sir: You are requested to propose a contract with Messrs. Riley and Clark for filling alleys in square 140 and for parking Rhode Island avenue, (north side,) between Seventeenth street and Connecticut avenue.

By order of the board.

CHAS. S. JOHNSON,  
*Secretary.*

Hon. ADOLF CLUSS,  
*Engineer in Charge.*

I put in pencil under it, "This refers to the order of October 14." The letter was written in order to make the record straight for his work which had previously been done, and a contract was made so as to cover it.

Q. Before you proceed further I will ask whether you knew anything about this work being carried on by Messrs. Riley & Clark until the time you went up there as you have said?—A. That is the first I knew of it. Then on January 5th the following bills were made: "Riley & Clark, Rhode Island avenue." This was for terracing in front of the street line.

Q. Was that contract made?—A. The contract was executed on December 14th, and it hung on until some time in January 5th. These bills were made, one for this terracing, which is nearly in the street line; and it is a right and proper charge. The second, for 1,117 yards of grading, which was taken out from the alleys in Attorney-General Williams's square, and is again a proper charge. But then, again, in this order of the board, December 14th, I have to fill up alleys, which took, instead



of 1,177 yards, 4,000 yards more; and then this 4,000 yards more, since Messrs. Riley & Clark had another contract awarded, was to be made; so, of course, he had to obtain this dirt from private sources. And so he was paid for 4,000 yards for this which was done upon the lots.

By Mr. STEWART :

Q. Filling up that public alley ?—A. Yes, sir; that is that transaction. That is all I know of this; but then we come to another point. I have read here that my name is on some former voucher that refers to the same transaction—

Q. Before you leave that. Then the charges made out and paid by the board were for terracing Rhode Island avenue within the street line, and for the alley, and then you also allowed him for filling this public alley, all of which belongs to the city ?—A. Yes, sir.

Q. Those are the items in the bill which were paid ?—A. Yes, sir.

Q. And that makes the transaction so far as the bill that was paid is concerned a proper charge against the District government ?—A. We did the best we could under the circumstances. We thought, perhaps, it was unguardedly made.

Q. That is as near as you could arrive at it ?—A. Yes, sir. But I didn't know until I read before I was coming here—I did not know that I had already paid from the same lot \$1,150.95.

The CHAIRMAN. That turns out not to be true. I was laboring under the same impression, but I find I was mistaken. It was not from this lot at all.

The WITNESS. You see it is charged on that bill to Rhode Island avenue. When this bill came to me I found on it that this work was ordered in part by Mr. Willard and in part by Mr. Shepherd, and so I sent Mr. Oertly out when this bill was referred to me, as to where to charge, and Mr. Oertly reports back Rhode Island avenue. Rhode Island avenue was at that time being graded, and so it is not unnatural if my assistant reports this dirt came from Rhode Island avenue. I could not say it did not come from there. The indorsement is in Mr. Oertly's handwriting.

Q. Now, is that the earth that Mr. Riley speaks of as having come from the English minister's lot, and being put into these private lots ?—A. Yes, sir.

Q. Is that the way you account for that being charged to Rhode Island avenue ?—A. Yes, sir; Rhode Island avenue was at that time cut between Fourteenth and Sixteenth streets. So when my assistant reports that this comes from Rhode Island avenue it was very natural that I should believe it.

Q. Do you think he believed it, or did not ?—A. I have no means of knowing.

Mr. WILSON. If you have any statement to make in regard to this matter of flagging, you can make that statement now.

The WITNESS. Yes, sir. I got the documents yesterday, and in order not to delay, I worked in the committee-room last night. I have here an abstract of the whole, which I think must be substantially correct.

Witness then read as follows :

BLUESTONE FLAGGING AROUND AND THROUGH GOVERNMENT RESERVATIONS, FURNISHED AND LAID IN 1873:

The transactions of John O. Evans run up as follows:

1873.		
Jan.	20. 45,282 square feet of flagging, at 55 cents.....	\$24,905 10
	Hauling to Farragut Square, F-street circle, and Sixteenth street reservation, at 5 cents per foot.....	2 24 10
Feb.	7. 9,793 square feet of bluestone flagging, at 55 cents.....	5,383 65

Dec. 29. 57,581 square feet of bluestone flagging, at 50 cents.....	\$28,790 50
Sept. 30. 13,739 square feet of flagging, dressed and laid at Farragut Square, at 60 cents.....	8,243 40
Sept. 30. 17,490 square feet of flagging, dressed and laid at P-street circle, at 60 cents.....	10,494 00
Sept. 30. 3,760 square feet of flagging, dressed and laid at reservation west of P-street circle, at 60 cents.....	2,256 00
Sept. 30. 18,154 square feet of flagging, dressed and laid at Scott statue, at 60 cents.....	10,892 40
Sept. 30. 23,760 feet furnished, dressed, and laid at Mount Vernon Square, at \$1.24.....	29,462 40
Sept. 30. 18,000 feet smooth flagging, furnished and laid at B street, between Twelfth and Seventeenth streets, at 90 cents.....	16,200 00
Sept. 30. 31,997 feet smooth flagging, furnished and laid at Seventh street across mall, at 90 cents.....	28,797 30
Sept. 30. 36,780 feet smooth flagging, furnished and laid at Twelfth street across mall, at 90 cents.....	33,102 00
Sept. 30. 38,300 feet smooth flagging, furnished and laid at Fourteenth street across mall, at 90 cents.....	33,470 00
	<hr/>
	234,213 85
Deduct 7,754 square feet flagging, furnished by Board for Mount Vernon Square, at 50 cents.....	3,877 00
	<hr/>
	230,336 35

NOTE.—The above transaction includes

Order of December, 1872, 112,566 square feet flagging furnished.....	\$61,296 35
February, 1873, 60,897 square feet flagging, dressed and laid.....	31,885 80
May, 1873, 125,077 square feet flagging, furnished and laid.....	111,569 30
July, 1873, 16,006 square feet flagging, furnished, dressed, and laid.....	19,847 44
July, 1873, 7,754 square feet flagging, dressed and laid.....	5,737 96
	<hr/>
Total as above.....	230,336 85

VAN BRUNT & BRO., SHIP-BROKERS AND FREIGHT-AGENTS,  
75 South Street, New York.

Furnished, under orders, the following flagging :

July 31, 1873, 68,132 square feet smooth flagging, at 50 cents.....	\$34,066 00
21,915 square feet planed flagging, at 75 cents.....	16,436 25
	<hr/>
90,047 square feet.....	50 502 25

NOTE.—The above flagging was mainly consigned to John O. Evans, who paid the freight and then assigned it to the board of public works.

Nicholas Acker furnished 20,500 feet of flagging, at 55 cents.....	\$11,275 00
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The following minor account, will be substantially correct and complete, the abstract :

23,805 square feet flagging around Patent and Post Offices, laid by Barker & Maxwell, at 34 cents.....	\$8,093 70
40,100 square feet flagging around United States Capitol reservation, laid by M. Laughlin, at 34 cents.....	13,634 00
17,205 square feet flagging, laid by Nich. Acker, around circle at Thirteenth and P streets, at 65 cents.....	11,183 25
10,030 square feet flagging, on Seventh-street plats, opposite Mount Vernon Square, at 60 cents.....	6,018 00
30,532 square feet of flagging, on Third street and Maryland avenue, around Botanical Garden, by G. H. Fletcher, at 34 cents.....	10,380 88
	<hr/>
121,672 square feet.....	49,309 83

*Summary.*

J. O. Evans.....	\$230,336 85
Van Brunt & Co.....	50,502 25
N. Acker.....	11,275 00
Miscellaneous.....	49,309 83
	<hr/>
	341 423 93

Figures compared with Mr. Morris, of auditor's office, by consent of investigating committee.

If these sidewalks, instead of flagging, would have been laid with this superior article, the Nantahatel asphalt rock, at a price of \$2.50 per square yard, the cost would have been about \$108,000, and the debt contracted on account of the United States would at this day be about \$233,000 less, without interfering with beauty or durability.

In connection with this cost of the footwalks about a few reservations, it may well be stated that the cost of the brick sidewalks laid during these last three years all over the city did not exceed, according to well-prepared compilations, the sum of \$1,030,000.

ADOLPH CLUSS,

*Engineer, Member Board of Public Works.*

MAY 27, 1874.

Now, here is the account of Van Brunt & Brother, and other papers relative thereto:

NEW YORK, July 31, 1873.

*Board of Public Works in account with Van Brunt & Brother.*

To 8,119 feet of 4-foot flag, per W. M. Everett, at 50 cents.....	\$4,059 50
To 5,793 feet of 4-foot flag, per Ann Dole, at 60 cents.....	2,396 50
To 14,998 feet of 4-foot flag, planed, per Katie Ranger, at 75 cents.....	11,248 50
To 211 feet of 5 foot flag, smooth, per Katie Ranger, at 50 cents.....	105 50
To 1,853 feet of 6-foot flag, smooth, per Katie Ranger, at 50 cents.....	926 50
To 3,156 feet of 4-foot flag, smooth, per J. Ferris, at 50 cents.....	1,578 00
To 19,705 feet of 4-foot flag, smooth, per A. G. Ireland, at 50 cents.....	5,352 59
To 9,512 feet of 4-foot flag, smooth, per Ida A. Jayne, at 50 cents.....	4,756 00
To 5,799 feet of 4-foot flag, smooth, per J. Rommel, jr., at 50 cents.....	2,899 50
To 6,650 feet of 5-foot flag, smooth, per Ida A. Jayne, at 50 cents.....	3,325 00
To 13,804 feet of 4-foot flag, smooth, per O. Wells, at 50 cents.....	6,902 00
To 2,530 feet of 5-foot flag, smooth, per O. Wells, at 50 cents.....	1,265 00
To 6,151 feet of 4-foot flag, planed, per General Sheridan, at 75 cents.....	4,613 25
To 382 feet of 5-foot flag, planed, per General Sheridan, at 75 cents.....	286 00
To 384 feet of 6-foot flag, planed, per General Sheridan, at 75 cents.....	288 00
Error.....	500 00
	<hr/> 50,502 25

	Cr.	
By cash.....	\$22,000 00	
To balance.....	28,002 25	
	<hr/> 50,002 25	
To balance.....	\$28,002 25	
Error.....	500 00	
	<hr/> 28,502 25	

E. & O. E.

AUDITOR'S OFFICE, August 1, 1873.

NOTE.—Audited for \$28,502.25, an error of \$500 appearing in the cargo of the schooner Ann Dole, on second line.

J. C. LAY,

*Auditor Board of Public Works.*

BOARD OF PUBLIC WORKS.

OFFICE SUPERINTENDENT OF PROPERTY DISTRICT OF COLUMBIA,

Washington, July 12, 1873.

*Board of Public Works, Washington, D. C. :*

GENTLEMEN: I have the honor to report that I have inspected and received, on the 5th instant, from Van Brunt & Bro., per schooner W. M. Everett, and consigned to J. O. Evans, and by him assigned to the board, the following material:

8,118 square feet of 4-foot bluestone flagging.

Broken and rejected:

46 square feet of 4-foot bluestone flagging.

Very respectfully,

E. B. TOWNSEND,

*Superintendent Property.*

(Indorsement.)

BOARD OF PUBLIC WORKS, D. C.,

Washington, July 21, 1873.

Respectfully referred to the auditor.

By order of the board.

CHAS. S. JOHNSON,

*Assistant Secretary.*



Q. In what way or by whom were the contracts made for the purchase of this flagging?—A. The other day Mr. Mattingly brought up certain papers, in regard to which I think Mr. Mattingly as well as myself have been led a little astray. I find, but have not been able to trace it yet, that reference is made to the order of December 24, 1872, which is previous about six or eight weeks to the time when it was mentioned to the engineers. In fact you will find, January 20, that \$24,905 had been paid for flagging, and then these very papers he brings in here are later. Here is the price-list of the board of public works; and I find on the fourth page flagging for three crossings per square foot 48 cents, laying 12 cents; total, 60 cents. Most likely this 48 cents have, some time or other, got to be 55 cents; and in that special order, whenever we can trace it, and I have in vain asked it, so far most likely occurred that for common street-crossings 48 cents; and most likely this flagging a few cents more. That is the only way I can account for it.

Q. Now, if there is any order of the board, Mr. Johnson, in regard to the purchase of this flagging, I should be glad to have you introduce it. I should like to see the minutes of the board upon the subject of the purchase of this flagging.

The CHAIRMAN. While waiting for it, I will ask the witness one or two questions.

Q. Does that statement you have read include all the flagging that has been laid?—A. Yes, sir; I don't think I missed anything.

Q. It is only confined to one year?—A. You see, in the first year not much flagging was laid. It seems to me that year flagging must have sprung up in December, 1872. Before that there was no flagging laid, except—

Q. This covers all the flagging that has been laid?—A. Yes, sir; excepting for crossings and the gutter, flagway, and the like.

Q. What do you know, if anything, in regard to the board making any contracts for the purchase of flagging from John O. Evans, or anybody else?—A. I have asked for the paper, but it could not be produced.

Q. Do you know anything about it?—A. Nothing whatever; that is, besides these later dates. This I know, they made a contract with him for flagging, because the material in all the contracts after once the price is fixed for the material it is routine matter and inserted afterward.

Q. In these prices I find John O. Evans is paid some 60-odd cents for the flagging upon P-street circle.—A. For the laying.

Q. Does that embrace the cost of the material, or just simply the dressing and putting it down?—A. Dressing it and putting it down only.

Q. And then the board furnishes the material in addition to it?—A. Yes, sir; he is the furnisher, also, under a different head.

Q. Tell us how that is. Did he sell that flagging to the board?—A. Yes, sir; so it appears from the record. He first furnished the flagging; then he got 60 cents for laying that first flagging down.

By the CHAIRMAN:

Q. Where is that shown by the record? I did not happen to catch that.

The WITNESS. Mr. Evans was paid on January 20, for 45,682 square feet of flagging, at 55 cents per foot, and then afterward he was paid for hauling it to Farragut Square and to P-street circle, and to Sixteenth street reservation, at 5 cents a foot. If I go further down here I find that he is paid here for 13,739 square feet of flagging dressed and laid

at Farragut Square, and then the same at P-street circle and Scott Statue.

Q. At what rate was he paid for putting that down?—A. Sixty cents. So that the whole price would be 55 cents; the cost and 5 cents for hauling makes 60 cents, and 60 cents again for putting it down—\$1.20; and thus, in fact, I did not understand myself the other day.

By Mr. WILSON:

Q. Before you leave that I want to get the record on the subject.

The WITNESS. Here is the letter that I was looking for. It is dated Washington, D. C., and addressed to the board of public works. He says in this, "I have the honor to report, in compliance with instructions from the board, dated December 24, 1872, that I have received from John O. Evans," &c. I just wanted to refer to that for the purpose of the date, the 24th of December. I guess it must be on the board book of minutes.

Mr. WILSON. Here are some papers in connection with this flagging I wish you would examine. [handing witness certain papers.]

Mr. MATTINGLY. Just read aloud that letter handed you by Mr. Wilson, if you please.

The witness read as follows:

WASHINGTON, D. C., *January 30, 1873.*

GENTLEMEN: I am proceeding with the work of dressing the flagging at P-street circle, Farragut Square, and Sixteenth-street circle, as per your order. Please have contract prepared in accordance with our understanding for the work, viz: I propose to do the cutting and jointing of the stone as per sample; i. e., the stone to be taken out of wind and dressed to an even or level surface; the work to be equal to axed work of same character done by the Government about the Capitol and Treasury Department, in this city; the stone to be jointed square on the edges, an average of 2 inches down from the top. I also propose to set the stone in cement, flush at the joints, and grout the same with best cement; also to grade the walks, furnish say 4 inches sharp sand and gravel, and do the work complete in the best manner, for sixty-five (65) cents per square foot.

Very respectfully, yours, &c.,

JOHN O. EVANS.

HON. BOARD OF PUBLIC WORKS DISTRICT OF COLUMBIA,

*Washington, D. C.*

[Indorsement.]

Refer to Mr. Cluss, to examine and have the contract prepared, if O. K.

A. R. S.

[Indorsement.]

B. P. W., D. C., *Washington, January 30, 1873.*

Respectfully referred to the engineer in charge, who will examine and have the contract prepared, if all right.

By order of the board.

EDWARD JOHNSON,  
*For Assistant Secretary.*

Mr. MATTINGLY. Now just read your report, please. [Witness read as follows:]

[Indorsement.]

Respectfully returned, contract having been prepared in accordance with instructions and submitted specifications.

ADOLF CLUSS,  
*Engineer in Charge.*

FEBRUARY 4, 1873.

Q. Then you think it was all "O. K.?"—A. I have no doubt at present that I asked for the price.

Q. You did not ask for it at that time, did you?—A. I had nothing to do with the purchase of materials at all, and I do not know.

Q. That letter of Mr. Evans's was referred to you to make the report, if all was right—everything was "O. K.?"—A. Yes, sir.

Q. Before you made the contract?—A. Yes, sir.

Q. And the natural inference is that you thought it was "O. K.," is it not?—A. Of course; but what we are looking for is the correspondence in regard to the purchase of flagging, and not the workmanship.

Mr. STEWART. This is the workmanship?

The WITNESS. Yes, sir.

Q. Do you mean to say that the workmanship was all right—that that was a fair price—60 cents?—A. If we paid in certificates worth 30 cents below par, it was all right.

[Witness then read the following letter:]

WASHINGTON, D. C., December 23, 1872.

GENTLEMEN: I have about sixty thousand square feet of "extra large" bluestone flagging, say 36,000 feet 6 feet long, and 24,000 feet 5 feet long; 95 per cent. of the lot, is from 2½ to 6 feet wide, balance from 2 to 2½ feet wide, running from 2 to 3 inches thick, which I propose to deliver at our wharf, free of wharfage and expense, at 55 cents per foot.

About three-fourths of the lot are here and can be delivered at once.

Very respectfully, yours, &c.,

JOHN O. EVANS.

Hon. BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA,

Washington, D. C.

The WITNESS. There is no indorsement on this letter at all, it seems.

Q. Please refer to the minutes, and read what is there stated.

[Witness did so, and read the following:]

*Extract of minutes of the meeting of the board, held December 24, 1872.*

John O. Evans was notified that the 60,000 square feet of the extra large bluestone flagging, to wit: 36,000 square feet 6 feet long, and 24,000 square feet 5 feet long, and 95 per cent. 2½ to 6 feet wide, which he proposes to deliver at his wharf, free of wharfage and expense, at 55 cents per foot, would be accepted by the superintendent of property, for use around Farragut Square, P-street circle, Sixteenth street, and Massachusetts avenue. Superintendent of property and the auditor notified.

Q. Who was present at that meeting of the board?—A. The board met in the usual way. It is one of those constructive meetings.

CHARLES S. JOHNSON recalled.

By Mr. WILSON:

Q. I should like to ask Mr. Johnson how these minutes were made out.—A. That particular item, I think, was made up as I explained yesterday. The entry was made from the proof of the letter sent to Mr. Evans, notifying him of that transaction.

Q. Do you know by whose order that was done; by whose order that letter was sent; by whose order that entry was made on the record?—A. The letter was sent, probably, by the order of the vice-president.

Q. By whose order was that put on the record?—A. There was no order given.

Q. All that was made up of your own motion, from the papers, as you explained on yesterday?

Mr. CLUSS. The record itself shows that this is not a regular board meeting.

ADOLF CLUSS recalled.

By Mr. WILSON:

Q. Now, Mr. Cluss, is the flagging that has been laid down the kind of flagging that was described in that letter?—A. Well, I would have to read that letter a little more carefully.



The CHAIRMAN. It is described in that letter you have just read.

The WITNESS (again reading the letter.) The letter is dated December 23. It says here running from two to three inches long. I should think that is about the quality; two inches is the least that you can split.

CHARLES S. JOHNSON recalled.

By Mr. WILSON:

Q. Now, Mr. Johnson, is there any estimate of John O. Evans for any other flagging?

The CHAIRMAN. Let me see if I understand this. On December 23, 1873, John O. Evans writes a letter to the board of public works. That letter is referred by the vice-president.

Witness CLUSS. No, sir.

Q. What is the date of that letter?

Witness CLUSS. Five weeks later.

Q. What is the indorsement upon that letter—the letter you have just read.

Witness CLUSS. There is no indorsement whatever, but the minutes of the board give the key to it. The vice-president directed the order to be made on the minutes of the board. The vice-president accepted this and notified the superintendent of property to inspect it, and ordered it paid.

Q. Does he do that entirely on his own responsibility?

Witness CLUSS. Always, or gets it done. That has been the rule.

By Mr. MATTINGLY:

Q. State what was the price there, and if there is anything wrong about it.—A. I thought it a little odd that they should have gone to a ship-dealer in New York City—to a ship broker and a freight-agent, instead of going to the quarrymen on the North River, when a large job was to be done. While the price might be ordinarily 60 cents, yet for a large job like this, if it were put in competition, you could get it at almost half that sum.

Q. A few weeks after this, when another letter of John O. Evans was referred to, awarding a flagging—that letter with Mr. Shepherd's indorsement on it, if O. K. to make a contract—why didn't you advise them at that time that you thought they could get this flagging much cheaper by buying it directly from the quarrymen?—A. Because neither the flagging, nor the pipe, nor any of the material was in such a shape in the engineer's office—

Q. That was referred to you as chief engineer to make a contract for laying that flagging?—A. If it was all right.

Q. For laying flagging, and the workmanship, and the prices, were named in the letter?—A. Not the price of flagging.

The CHAIRMAN. Mr. Mattingly, the letter shows for itself, and perhaps you had better not spend any more time on it.

By Mr. WILSON:

Q. When did this matter of parking come up in connection with these flagging-contracts, and how was that thing disposed of?—A. I have looked over the correspondence, and the correspondence in that whole concern. The very fact here that flagging has never been mentioned so far as the engineer's office is concerned, it seems most likely that the contractor and the vice president talked together, and thought it would be well to include that parking, because certainly from this correspondence—there must be a letter of May there—the parking is not mentioned, and I men-

tioned 84 cents a foot, and Mr. Townsend, on his own responsibility, concludes I have got 60 cents, and he puts it at 90 cents. I thought it very improper, and ought to be deducted from him.

Q. Have you made any examination of E street, between New Jersey avenue and Fourth, as to measurements?—A. I have. I have done it at the request of the governor, but after it was made the governor did not see fit to use it.

Q. Where is it?—A. I have it at home. I will send for it.

Q. While that is being brought here I will ask what it is that you have measured with reference to that street?—A. Well, the whole assessment was in such a shape, that is to say, Mr. Rives, I believe, had made certain statements about it, and then the governor requested me to look over it. I saw that the original measurement was in rather an indigestible way, and I took a similar course as I did on east Pennsylvania avenue. I went together with Mr. Danenhower, and measured the whole work over, and put in an assessment-sheet in such a shape with all the intersections described properly, and some items which were left out I put in, and others which were in too high, of course I put in at the correct figures. Again, there was New Jersey avenue at that time which was not paved, but it is paved now, and so I considered it right and proper to include New Jersey avenue that was in it.

Q. Do we understand you to say that the assessment had been made up against the street before it was completed?—A. No, sir; the assessment had been made, and then afterward Mr. Wright Rives comes before you, it appears, and makes certain charges that it is incorrectly stated. After that the governor refers it to me and I had the whole thing gone over.

Q. Who assisted you in going over it?—A. Mr. Danenhower. He is one of the assistant engineers. We corrected the whole. For instance, I found that the old bluestone pavement had been lying there. This old bluestone pavement—20 cents a yard was charged for taking it up, when no credit was given to the old material, so as to leave it to every individual citizen if he wanted to get anything for his old stone. I think such things ought to go into the assessment-sheet; at least if you charge a man—

Q. We will not discuss the philosophy of this thing. I simply want to get at what has been done.—A. I just made an assessment-sheet with all the items that I thought were legitimately belonging to it.

Q. Do you know whether Mr. Barney has been over this same work?—A. Yes, sir.

Q. Since you went over it?—A. Mr. Barney was along also.

Q. Did you and Mr. Barney agree about it?—A. O, yes, sir, fully.

Q. How do you gentlemen and Mr. Rives agree?—A. I do not know that I showed it to Mr. Wright Rives.

Q. You have seen his statement?—A. Yes, sir.

Q. Did your work differ from his?—A. Well, it does differ some from his. For instance, in that street there is in one square a Colton fence that cost 30 cents a foot, and in the next square there is a stone coping which cost \$3 a foot. Now I did not think it was right and proper to charge the whole street all through—the one who gets the Colton 40 cents a foot, to let him pay for the brown-stone coping in the next square. I made a general estimate for each square, as to what was a proper assessment for each square—for that which belonged to that square.

Q. Were there, or not, any other charges there in regard to paving or anything of that kind?—A. Yes, sir.

Q. Do you recollect the amount of them?—A. I think, you know, there were about 1,600 square yards too much brick pavement there.

Q. You were interrogated by me when I examined you before in regard to the account upon which the appropriation of \$1,240,000 was procured. If I understood your subsequent statements in regard to it, you say that you were referring in your answer to my question to the voucher upon which the money was drawn and not the account upon which the appropriation was obtained?—A. That is it.

Q. Did you ever look over that account upon which that appropriation was made with a view of ascertaining whether all the work that was specified in that account had been done?—A. Yes, sir, I have; but I find there glaring omissions and very glaring inaccuracies. I find for instance there is Fifth street, fronting Judiciary Square, where it says there is new concrete pavement, new brick work, new curbing, new brick, when there has nothing of the kind been furnished.

By Mr. MATTINGLY:

Q. Let us understand this. Do you mean that applies to the statement on which the money was obtained?

Mr. WILSON. O, no, I am calling his attention specially to the statement upon which the appropriation was based, and not to the one upon which the money was drawn from the Treasury.

Mr. MATTINGLY. I understood him to say, in answer to your question, as I did on cross-examination, that, in answer to your question on direct examination he was referring to the statement upon which the money was paid.

Mr. WILSON. Not at all. He did not refer to that at all. When I asked him the question—I did ask him a question with reference to the statement upon which the appropriation was made: upon which the appropriation was procured—he said he misunderstood the question, and his answer had reference to the vouchers upon which the money was procured.

Mr. MATTINGLY. I ask him now whether his statement applies to that.

Mr. WILSON. No. Now I ask him the question whether he has looked over the statement upon which the appropriation was secured with a view to determine whether he was accurate or not—whether he has looked over it, and if there are glaring inaccuracies in it, and he instances Fifth street west, on Judiciary Square, and he was proceeding to instance others.

The CHAIRMAN. The governor in his testimony stated that was a mere estimate, and that a good deal of the work was in progress and some of it not done.

Mr. MATTINGLY. I understand that has all been gone into. I wanted Mr. Cluss to understand what he was talking about, that is all.

The WITNESS. In the report of 1872, page 47, here is the account of the United States and the board of public works for work done on Pennsylvania avenue, northwest, and so on.

Mr. WILSON. You say that was not an accurate account, and that is not controverted. The governor says so himself. He says it is only an estimate, and not an actual statement of work done.

Mr. HUBBELL. That has been admitted all along.

Mr. WILSON. I have no further questions to ask you myself. If you want to make any further statement, you are at liberty to do so, as far as I am concerned.

The WITNESS. Hearing yesterday that this was the last day, I have made a couple of little things that won't take me more than two or three



minutes to read. However, I have asked for the statement of the voucher of D. A. Connelly, on Massachusetts avenue.

Mr. MORRIS, (auditor's clerk.) Mr. Cluss, perhaps it is proper here to call your attention to two or three errors that you have made in this statement of flagging. You say this transaction includes 253,649 square feet of flagging. In doing that you have counted the flagging in the invoice, and counted it again when laid.

The WITNESS. I do not think I have.

Mr. MORRIS. Yes, it is evident that you have, as you will see by the footing up. Here, again, you report 135,336 feet of flagging, amounting to \$76,933.75. That is \$26,000 out of the way.

The WITNESS. How is that?

Mr. MORRIS. There is the total—you have got vouchers for 90,000 feet, amounting to \$50,502. You have doubled that again. Part of that account is John O. Evans's. You have taken the report of the superintendent of the property. We paid Evans for that; we didn't pay Van Brunt.

Mr. CLUSS. It came under Van Brunt's name.

Mr. MORRIS. No, you will find Van Brunt's name here; that is just \$26,000 out of the way.

Mr. CLUSS. I will look over it, and see if there are any errors. I have here some items, which I will submit to the committee, which I should like to call the attention of the committee to.

[Mr. Cluss then submitted the following papers:]

The repairs of the Pennsylvania-avenue wood pavement, laid in the fall of 1870, cost last year, including the entire relaying of half a square, \$20,990.25.

The men in charge of repairs of wood pavements have lately reported that their efforts to repair the wood pavements on Seventh street, southwest, laid by Linville & Co., in 1871, between the mall and the river, have proved futile, and about three-fourths of all the blocks are rotten.

#### MAIN SEWERAGE.

The board of public works have expended in the fourth (or intercepting) sewer district as follows:

Sam Strong, outlet at Seventeenth street .....	\$5,625 70
Sam Strong, B street, between Fifteenth and Seventeenth streets .....	38,096 80
Gantz & Appleman, B street, between Seventh and Fifteenth streets ....	93,500 00
Old canal laterals .....	2,938 62

Contingencies, 5 per cent .....	140,171 12
	7,008 56

Total .....	147,179 68
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On which they received from United States, undisputed, the following amounts:

Page 430 Governor's Answer .....	\$100,398 43
Page 456 Governor's Answer .....	22,825 27
	123,223 70

Remains actual outlay .....	23,955 98
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#### TAXATION.

Area occupied by private lots in fourth sewerage district, 15,989,854 square feet, at 20 mills .....	\$319,797 00
Deduct 5 per cent. for churches and other property free from taxation ....	15,989 85
Total .....	303,807 15

*Georgetown.*

Actual outlay, beyond such sewers as have been assessed with street collections: Ball street sewer, \$22,708.05.

Assessment on, as per E. 57th, report of 1873, page 39, 19,183,367 square feet, area of building lots, at seven mills, \$144,233.56.

Draughtsman Wright, deadhead!

District to produce the bids for rail-fences received under an advertisement written by Cluss, previous to the Cotton contract.

By Mr. WILSON:

Q. You have referred to measurement made by you, under the direction of Governor Shepherd, of E street north, from New Jersey avenue to Fourth street west; how does that differ from the cost of the street as it has been reported by the board?—A. In the end there is not much difference, but then the elements are different. The result is about the same.

By Mr. STEWART:

Q. Is this remeasurement the same amount as measured by Mr. Wright Rives?—A. Yes, sir; of the whole street.

The CHAIRMAN. It is proper, perhaps, that I should correct a wrong impression which you seem to be laboring under. Mr. Wright Rives did not make any measurement at all. He made up his statements from the published reports of the board.

Mr. RIVES. That is so.

By Mr. STEWART:

Q. Have you been remeasuring the streets on which he made his estimates?—A. Yes, sir; very carefully, every nook and corner.

Q. How did you find the board, right or wrong?—A. The board is wrong, because the quantities are different from what they are, but the result is about the same. I bring the measurements not very much down. But at the same time there is not that exactness that there ought to be in assessments.

Q. You say the board was wrong; is Mr. Wright Rives right?—A. I have just gone over the thing hurriedly.

R. How far wrong is the board?—A. Mr. Wright Rives, as far as I remember, is in so far right that he said brick pavements had been overcharged, say 15,000 to 16,000 square yards.

Q. I ask you how far wrong the board was.—A. I was called upon to make this five weeks ago, and it has passed from my memory.

Mr. STEWART. Then, perhaps, you had better put in your measurement.

The measurement was ordered to be inserted, and is as follows:

151 D C T

## Expenditures on account of streets.

Location.	For what paid.	Material.		Curb and setting.		Grating.	Hauling.	Pavement laid.	Sodding.	Price.	Cost.	Total cost.
		Brick laid.		New. Old.								
		New.	Old.	Sq. yds.	Lin. ft.							
E street north, from New Jersey avenue to Fourth street west.												
See Exhibit A												
Deduct difference between board price and cost on 12,202 brick for intersections												
Total cost of street												5,810 90
Add 5 per cent.												30,576 48
												48 21
Charge general fund two-thirds.												30,527 67
Charge property-owners												1,536 38
												32,054 05
												21,369 36
												9,559 08
												32,054 05

The squares assessed are—No. 571, 334 4-12 feet; No. 627, 68 4-12 feet; No. 629, 93 8-12 feet; No. 531, 119 feet; No. 532, 183 7-12 feet; No. 565, 335 feet; No. 370, 335 feet; No. 569, 334 4-12 feet. Total front feet assessable, 1,863 3-12. Rate of tax per front foot, \$5.301.



By Mr. CHRISTY:

Q. State whether there is a main sewer on Eleventh street.—A. There is a sewer on Twelfth street east. This runs along Pennsylvania avenue from Tenth to Twelfth street, and then again it runs from Tenth street up to South Carolina avenue, where it branches off into a pipe sewer. On Eleventh street there is no main sewer. I speak from the map before me.

By the CHAIRMAN:

Q. You have given a statement about the sewers. Did you include in that the sewer of the Botanical Garden?—A. You know the Botanical Garden has nothing to do with that of the intercepting basin—basin No. 4. Now I consider it wrong for the citizens—there is not a bit of main sewer ever laid in here, and, according to our law, we have no right to tax them except for the work done. But there is no contract for it, even. All that has been done is this main sewer here, [indicating]. These sewers running up here [indicating] have been paid for by the citizens themselves—the old corporation, some time since.

Q. That is one of the 20 mills districts?—A. Yes, sir. I do not say that there was any intentional error, but I say there has not been that care observed which there ought to be.

By Mr. WILSON:

Q. The chairman has asked you about the sewer of the Botanical Garden. You have made up the statement of what the United States has paid on account of the main sewers?—A. Only since the last two years.

Q. Does that statement embrace what the United States has paid for the construction of sewers through the Botanical Garden?—A. No, sir; not as paid by them. There is one running across Judiciary Square which Dr. Blake constructed while he was commissioner of public buildings. There is a sewer 8 feet wide, and again another sewer on Ninth street, running from the present B-street sewer up to the Patent-Office and Post Office; I believe, also, one in Fifteenth street. Various sewers have been built by the Government for the accommodation of the Departments, because at that time the water-closet arrangements were confined more to the public departments, and not to private houses. The General Government needed the sewers first.

Q. Then this statement you gave does not embrace all the money that the United States has paid on account of the construction of sewers?—A. No, sir.

Q. What does it embrace?—A. That statement contains the money which the board of public works has spent, and proposes to spend, to complete the main sewerage, and on the other side the money which the Government of the United States has paid to the board of public works for these very sewers. I have also a statement showing, from our oldest surveys, how many old sewers were in when the board of public works took charge, but I believe I took it home again.

Q. Where is your statement about old sewers?—A. I have it at home.

Q. Is it in a condensed form?—A. Yes, sir.

Q. Does it show the old sewers destroyed by the new system of sewers?—A. No, sir. The old sewers that have been destroyed are not of any account. The old sewers have been made to co-operate with the new sewers.

Q. Bring it in as condensed a form as you can.—A. I will do so.

By Mr. MATTINGLY :

Q. You stated yesterday that you thought this circular curb on P-street circle was certified to by Mr. Forsyth ; state whether this is not signed by you and Mr. Barney ? [Handing witness the following voucher :]

WASHINGTON, D. C., October 18, 1873.

BOARD OF PUBLIC WORKS, D. C.,

TO EVANS CONCRETE COMPANY, DR.

Connecticut avenue northwest, between H and P-street circle :

6,458 feet straight curb, trimmed and jointed, 20 cents.....	\$1,291 60
3,316 feet circular curb, trimmed and jointed, 30 cents .....	994 80
342 <sup>3</sup> / <sub>4</sub> feet, 6 by 20, bluestone curb, hauled from G-street wharf, 9 cents.....	30 80
57 <sup>1</sup> / <sub>2</sub> feet, 6 by 20, bluestone curb, hauled from Sixth-street wharf, 10 cents ..	5 77
307 <sup>6</sup> / <sub>12</sub> feet, 5 by 20, bluestone curb, hauled from G-street wharf, 8 cents.....	24 60
300 <sup>1</sup> / <sub>2</sub> feet, 5 by 20, bluestone curb, hauled from Sixth-street wharf, 9 cents ..	27 00
49 <sup>6</sup> / <sub>12</sub> feet, 5 by 20, bluestone curb, hauled from Fourth-street wharf, 10 cents	4 94
2,311 <sup>5</sup> / <sub>12</sub> feet, 4 <sup>3</sup> / <sub>4</sub> by 20, bluestone curb, hauled from Sixth-street wharf, 8 cents	184 91
341 <sup>1</sup> / <sub>2</sub> feet, 4 <sup>3</sup> / <sub>4</sub> by 20, bluestone curb, hauled from G-street wharf, 7 cents.....	23 91
	<hr/> 2,588 33

I, ———, superintendent for improvement of ——— street, ——— from ——— to ———, in ———, hereby certify that the work embraced in the bill of ———, dated ———, was done under the order of the board of public works, (contract No. ———, 187—,) and has been done in conformity with the contract and specifications.

—————,  
*Superintendent.*

Dated ———, 1873.

I hereby certify that I have measured and inspected the work done by Evans Concrete Company, on the improvement of Connecticut avenue, northwest, between H and P-street circle, in ———, embraced in his bill dated October 18, 1873, which work was done under the order of the board of public works, (contract No. ———, 187—,) and find it correct as to quantity and quality, and that the work has been done and labor and material furnished as per contract and specifications.

CHAS. E. BARNEY,  
*Assistant Engineer.*

Dated October 18, 1873.

Approved October 18, 1873.

ADOLF CLUSS,  
*Engineer B. P. W., in charge.*

I certify that the foregoing bill is correct in form, and that the prices are according to contract, and is therefore audited in the sum of ———.

—————,  
*Auditor B. P. W.*

Dated ———, 1873.

(Indorsed :) Cert. No. ———. Account ———. B. P. W., 9662. Oct. 18, 1873. Evans Conc. Co.'s bill, for work done on Conn. ave., N. W., bet. H and P-street circle—\$2,588.33. Hauling and dressing, curb measurement. Board of Public Works, D. C. Oct. 24, 1873.

A. This is again a bill of hauling.

Q. No, it is not a bill of hauling ; it says 3,316 feet of circular curb, trimmed and jointed ; that is not hauling.—A. Yes, sir ; that is so. I have been taken in, and Mr. Barney has been taken in by that.

Q. You and Mr. Barney were both taken in ?—A. Well, let me see ; I must look our price-list over. [The witness proceeds to do so.] It is not in this price-list at all. It is dressing and jointing, 20 cents, here. But I wish to say that this is a bill, most likely, that reached us from the superintendent of property. This is mainly a hauling-bill.

Q. No, I am not talking about hauling ; I am speaking about the circular curb up there at the top.—A. Yes, sir, it is as you say.

Q. That is not hauling: that is for trimming and jointing that curb.—  
A. But the whole is a bill that comes to us from the superintendent of property, but it might be inserted in our office, and the rest of the bill has come from there. But I think both of us might have been misled.

Q. In case both of you have been misled, and that you certified there as to the quantity and quality of that circular curb, the board was justified in receiving it and charging for it as circular curbing, was it not?—A. If my attention had been—

Q. I am not talking about that. When an engineer and one of his assistants certify that so much circular curb has been laid around that P-street circle, and jointed and trimmed, is not the board justified in assuming that it was circular curb, and all right? Can you answer that question?—A. Yes, sir; they are right in assuming such to be the fact.

MR. MATTINGLY. So I supposed.

The WITNESS. Since Mr. Mattingly comes up, he reminds me of something. Mr. Mattingly the other day said he could not understand it that the board was not aware why I should not know everything of the smallest details. Here is a letter dated

“WASHINGTON, April 15, 1874.

“MY DEAR SIR: I have taken the liberty, in your absence, of directing Mr. Oertly to get up a statement of measurements. No one else can do this. I hope it will meet with your approbation.

“Very respectfully,

“HENRY A. WILLARD.”

And addressed to “Adolf Cluss, engineer.” There is a postscript to the effect that the statement referred to is for the committee. You know very well that these Government matters, and things of that kind, come up, and I had no means of knowing exactly all the details, otherwise he could not say nobody else can do this.

Q. In the statement you put in here this morning as to flagging, you take the opportunity there to say that if, instead of flagging, this Neufchatel rock had been used, it would have cost so much less?—A. Yes, sir; I do, most assuredly.

Q. If bricks had been used, they would have cost a great deal less?—A. I say Neufchatel rock, without impairing the beauty or stability, could have been used.

Q. That is your opinion of the Neufchatel rock?—A. Yes, sir.

Q. That is an experiment in this city, is it not?—A. It has been no experiment. It has been used for a length of time, and in terraces it is the order of the day in the best places about the Tuileries. Concrete pavements have been introduced here, cheaper concrete pavements, where they have tried to improve upon the Neufchatel rock, but I have always held that you can improve upon nature if you have angels for mechanics; but as long as you have to deal with mortals there will in many cases be carelessness and neglect of one or the other little elements which are necessary to make a success.

Dr. J. B. BLAKE sworn.

By the CHAIRMAN:

Question. I may not have understood the testimony this morning, but I understand it as you seem to, that this filling of lots of which you were the agent is charged to Rhode Island avenue?—Answer. Yes, sir.

Q. And paid for by the board?—A. Yes, sir.



Q. Charged to a street. Will you explain why?—A. I understood that I had been charged with having the lot, either mine or which I have the custody of as trustee, filled at the expense of the board of public works. Such a thing as that has never occurred. I am the trustee of the estate of the late Johnson Hellen, of this city, a gentleman well known in this community. About a year ago, perhaps a little less, I was notified by the board of health that one of these lots was in a condition that rendered it a nuisance, and they requested me to fill it up. I was then confined to a bed of sickness. I had a letter prepared addressed to the board, requesting them to defer action until I could get out of bed to look after it, and as soon as I could get out I would employ a party to fill up the lot. They filled it up, and I paid them the bill for it. This was long before I ever dreamed of becoming a member of the board of public works.

Q. Who did you employ to do that?—A. A man by the name of Evans and some one else. I can send him to you.

Q. I did not ask for that purpose. You did not employ Riley & Clark?—A. No, sir; I think it was Evans. Perhaps it might have been Evans & Riley. I will not be certain about that. But both of them I have seen since, and both have expressed a desire to explain the transaction. I said if necessary they would be sent for.

The CHAIRMAN. It is not necessary.

The WITNESS. But it was long before I had any idea of being a member of the board of public works, and how it should have ever been charged to me I don't know. I have paid several hundred dollars, and I was never notified of anything of that kind.

Mr. WILSON. You are laboring under a wrong impression, doctor. Nobody has charged here at all that you did anything of this kind. There is no intimation of the kind. The only testimony that has been brought before the committee upon that subject is that Mr. Riley, of the firm of Riley & Clark, or that firm, did deposit the earth on those lots, and were paid for that by the board of public works; that earth that was deposited there having been charged to some other streets. There is no statement that there was any complicity on your part at all.

The WITNESS. Thank you; I am much obliged for that explanation.

By Mr. STEWART:

Q. How long have you been a member of the board?—A. I have been a member of the board, I think, about seven months. I was appointed in September, and I think I qualified as a member of the board on the 23d of September.

Q. Have you paid attention to the business since you have been a member?—A. Yes, sir. After the first four or five weeks I gave pretty general attention to the business. I have been there and endeavored to inform myself thoroughly in regard to it. I was president up to the 1st of January of the National Metropolitan Bank; and until I closed my connection with the bank I was not as often at the board as I have been since.

Q. About how often do you attend now?—A. I attend every day.

Q. Is it necessary, in order to an understanding of the business, to attend to it pretty much every day?—A. I always find plenty of business there every day.

Q. You gave up your private business?—A. Yes, sir; that is, the banking-business—I gave that up. I have none other than my individual business.

Q. And you meet there every day and consult?—A. Yes, sir. We

consult thus far: whenever any question comes up to Mr. Willard, the vice-president of the board, he is very apt to come to me or send for me, and we confer in regard to it. The business he attends to is mostly routine business, such as referring papers, &c. Any question requiring decision I do not think he decides without consultation with myself or other members of the board of public works.

By Mr. WILSON:

Q. Are those matters the matters that are entered up upon your minutes as being the proceedings of the board?—A. When we have a meeting of the board now—when I first went there there was no regular day appointed for the meeting of the board. Since then we have had a regular day appointed. When we meet there and get a quorum, we meet and proceed regularly as any other board would do, noting down all the proceedings as they occur, everything that comes before the board. I understand that that journal is made up—I inquired about it when I went into it—that journal is made up from the current business of the board, from the letters that are written, &c. But it is a journal so far as it notes the proceedings of meetings at which I have been present.

Q. Does it contain meetings of the board?—A. Yes, sir.

Q. And prior to that time it was simply the record of the current transactions made up in the manner, I presume, that Mr. Johnson stated?—A. Yes, sir, very much. I read his testimony.

By Mr. STEWART:

Q. And made up of the meetings?—A. Yes, sir; that was one of the first things that struck my attention when I went there, that we ought to have regular meetings of the board and deliberate upon the measures that came up and discuss them freely. It was ultimately determined upon. Since then we have gone on very regularly with it.

By the CHAIRMAN:

Q. You do deliberate now?—A. I think so. I never belonged to any body when I did not deliberate in regard to any matter that was submitted to my judgment.

Q. I do not speak of you personally. I mean the body of which you are a member. Are you letting contracts now?—A. No, sir; not what you would call an original contract. Some matters that require fixing up, where the original contractor had either abandoned the work or was really unable to go along with it. In those cases, it being necessary, the board has given the work to somebody else.

Q. Have you any plans for improving the streets that have not been improved thus far, or are you only completing old work?—A. We are only completing old work. I do not know of any plans.

Q. I mean you have no disposition or understanding that new contracts are to be made?—A. None whatever, sir. I do not think it would be very wise in us to do so. We have no means to fulfill any contracts.

By Mr. WILSON:

Q. Have you made any contracts when you have had no means; when did your means run out?—A. Well, I cannot exactly tell you that.

Q. Had it run out before you came in?—A. Well, I rather think that it had, sir; although I won't be positive on that point.

Q. From your investigation of the affairs of the board, about what time do you think the means did run out?—A. Indeed I cannot tell you, sir; I cannot answer that question to save me. I do not know

anything about it, except what came under my observation. I know one of the most annoying things to me in regard to it is that we are not able to pay our debts. I have, myself, wherever I have been—I have been commissioner of public buildings under two administrations—always have had plenty of money to pay a bill whenever it was presented; always took care to have money on hand; and now when a bill is presented and I cannot pay it, I feel that it is almost a personal matter.

Q. When you became a member of this board did you or not find it to be a fact that the board was very largely in debt without any means whatever of paying it?—A. Well, I believe that was the conceded fact, sir.

Q. Have you any idea, or had any member of the board any idea of the extent of that indebtedness?—A. I had none; I cannot answer for others.

Q. Were you or not aware of the fact that there had been a very large amount of certificates already issued when you came in, for work that had been done, and for which there was no means to pay?—A. When I came in and had been there a little while, I had ample opportunity of knowing something about it. People made application who had their certificates. I never went into the market to see about certificates, and I do not deal in such things.

Q. But you found a very large indebtedness without any means to pay?—A. Well, the contractors would come there with their certificates and they wanted to get the money.

Q. Have you made any investigation as to the financial condition of the board?—A. I have not, sir, in regard to that matter. While I saw many things that I thought in time might be corrected advantageously, I proposed not to move in the matter until everything was quiet and then we could do so dispassionately. I did not want to do so while an excitement was prevailing. I have noticed among the members of the board nothing but what was frank, open, square, and honest.

Q. Well, I am not discussing that; but what I want to get at is this: I want to know whether in all your consultations you have taken any steps to ascertain the exact financial standing of this board, its indebtedness and its resources, with a view of settling with the parties whom you owe?—A. I never have, sir; such a thing has never been before us that I am aware of. I thought that would all be disclosed in the report that would be made here. We had no data to go upon immediately, unless we had a general examination of the whole affair.

Q. Certificates are still being issued, are they not, from time to time?—A. Well, I believe they are, but you have had the auditor up here, and I do not know whether I am correct in that assertion or not.

Q. The measurements of work are still being made?—A. Yes, sir.

Q. Is there or not any considerable amount of work done and not yet measured so far as you are advised?—A. Well, I cannot answer that question; that probably pertains to the engineers. Whenever any question comes up before us that relates to the engineer department, we call upon them for information. There are a great many calls made for information upon all the different branches. I will say here that the divisions of the board of public works are organized separate and distinct from each other; they seem to me to be perfect, but they want a regular connection so as to make it a perfect whole, and those are the points to which I intended to give my attention.

Q. You intended to straighten this thing out as soon as you could?—



A. Yes, sir; I intended to have everything straight, if I could possibly accomplish it.

Q. Do you know whether there has ever been, from the organization of the board down to this day, any settlement with Mr. Magruder as treasurer of that board, or any investigation made with a view to ascertain whether or not his accounts are all straight and right?—A. Nothing has come under my observation. I do not know anything about it.

Q. Have you any information that anything of the kind has ever been done since the organization of this board?—A. I do not believe anything of that kind has ever come under my observation at all; that was one of the points that struck my attention.

Q. Make such a statement as you desire in relation to that matter, sir.—

A. The first thing that struck my attention was, that the auditor's certificates were regarded as checks upon the treasurer. They were taken to the treasurer, and, as I understand it—I may not be exactly correct—but, as I understand it, they were taken to the treasurer, who paid them in such funds as he had—if he had money, he paid money; if he had no money and had bonds, he paid bonds. I thought that was rather a loose way of doing business. My opinion is that the auditor's office should be supervised by a comptroller's office; that the comptroller should have the same or higher powers than the auditor; he should not only be an accountant, but a law-officer, to determine the legal matters which might be involved in the accounts. My opinion was that if he had examined these accounts and struck a true balance, if there was any difference between the balance he made and that the auditor made, then should make his warrant upon the treasurer, and the treasurer should then issue his check upon the depository of the board. Those were my ideas, and I intended to elaborate them, and put them into proper form had I had an opportunity of doing so.

Q. Just in that connection I will ask you to state whether or not there is in the system that has been in vogue in the board any check whatever on the treasurer of the board.—A. Well, I don't know of any check upon the treasurer at all—none at all.

Q. In other words, Mr. Magruder may have paid out.—A. I don't want to state anything of my own positive knowledge on that subject.

Q. No, sir; but you have been a bank officer, and you have had a great deal of experience, and I want the benefit of that in determining as to the propriety or impropriety of the manner in which this thing has been done; therefore I ask you that question, whether there is any check upon the treasurer? You say that you do not know of any.—A. Well, I should not think that there was any check from my observation from day to day; there may be; I am not aware of it; there is no check upon him. But, I think, when he comes to settle up his accounts, the auditor would have to determine whether they were correct or not upon such evidence as he could obtain.

Q. Now, there being no check upon the treasurer, is there any mode by which this committee can ascertain the true state of his accounts, and the true condition of the financial affairs of this board, from its organization down to this time, other than by going through the whole thing?—A. Well, I am not familiar enough with the business to answer that question in the manner I would like to do.

Q. Can you conceive of any way in which we can arrive at the exact state of the monetary affairs of this board other than by going through the accounts of Mr. Magruder and the auditor in detail?—A. I do not know of any. The superintendent of assessments keeps a regular account of moneys that he pays over to Mr. Magruder of all descriptions;

the balance of the money that he has in his hands, as the result of these bonds, things of that kind—that is, they are put there by law. He gets possession of them. I do not know of any account that is kept that would enable you at once to determine whether his accounts are accurate or not, but I have no doubt of it from my knowledge in regard to the matter and the man.

Q. You do not approve of the manner in which this thing has been done, if I understand you?—A. No, sir. If left to me, I should have endeavored to have had a different arrangement, certainly; I should have endeavored to have had a different arrangement, so that there could be no doubt about anything, and where you could lay your hand upon anything in a moment; where I could take you to the books and you could see exactly how the last settlement was and everything in regard to it.

Q. Were you aware of the fact that Mr. Magruder's checks upon the bank do not at all correspond with the charges that he has made against himself in the reports that he has made with the board from to time?—A. No, sir.

Q. You were not aware of that?—A. No, sir.

Q. Were you aware that in order to get at the items for which any check was issued, it was necessary to go into an examination of a lot of vouchers?—A. Well, I do not know how a case of that kind could arise unless some question originated in regard to the payment of a check and then it came before the board. The board would have to investigate the matter in order to determine.

Q. Were you aware that Mr. Magruder was presenting his reports to the board in that way—keeping his accounts in that way and presenting his reports in that way to the board?—A. I never suspected anything wrong, nor do I.

Q. I am not asking you, sir, as to any suspicions; I do not suppose you did, but were you aware of the fact that he was keeping his accounts in that way?—A. No, sir; I was not aware of the fact. I do not know how I should have ascertained unless I had instituted an investigation myself individually into the matter.

By Mr. BASS:

Q. There was a check drawn July 15, 1873, for \$50,000 to the order of L. S. Filbert. That is one case. If you take the report of the board of public works for 1873 you will not find under the date of July 15, or at any time thereafter, any entry made of any such expenditure of money as \$50,000. Or take another case, as I understand, as stated by Colonel Magruder, and I understand he has the check here this morning, that that \$50,000 purports to have been paid in bonds and therefore there is no entry whatever of that as I understand it in his account.

Mr. MAGRUDER. O, yes, there is, Mr. Bass. Just let me explain.

Mr. BASS. [To the witness.] Would you know, doctor, where to find in his published report a statement of such a transaction as that to which I have just referred?—A. I have never examined his published report and I do not know anything about the auditor's office or the manner of conducting his business at all. The whole subject has been a subject of conversation between Mr. Willard and myself in regard to matters there and what we contemplated doing, and hoped to accomplish in the course of time. I should think that Mr. Magruder would be able to show some charge corresponding with the check.

Mr. STEWART. His explanation of it is this: he says that, for instance, he wants to pay off a dozen certificates that have been issued—

Mr. BASS. That is not this case.

Mr. STEWART. Well, for instance, he draws a check for \$50,000; that is the gross sum; drawn to A. B.; then, when they send it up in the reports here, we do not see anything of that check; but he takes that, and then, with the money, he pays the certificates that are out. Those certificates are entered in the items of the report. [To the witness:] How would you remedy that so that both transactions would appear; under your plan, how would both transactions appear; would it not be arranged by having a cash account—a book that showed his cash-account every day?—A. I think that everybody ought to have a cash-account that has any great extent of business.

Q. Have you ever seen any cash account?—A. I have not examined Mr. Magruder's account at all; I do not know anything about it.

Mr. HAMILTON. I suppose a cash and certificate account would settle the whole thing.

By the CHAIRMAN:

Q. I want to ask you a question. Do you think that a member of the board of public works should be its treasurer?—A. Well, sir, I should think it would be much better for him not to be. I think it would be a great deal better. I think we have other matters there to occupy our attention without devoting it to that.

Q. Do you not think that the treasurer ought to be an officer subordinate to the board, and subject to its direction?—A. Entirely so; yes, sir, I think so.

Q. The auditor is not a member of the board?—A. No, sir.

By Mr. WILSON:

Q. Were you aware that anything of this kind which has just been handed to me this moment, and I never saw it before, was going on in the board of public works? Here is a paper, dated

WASHINGTON, D. C., February 7, 1873.

*The Board of Public Works to John O. Evans, Dr.:*

To 9,793 feet bluestone flagging, at 55 cents per foot..... \$5,336.65

On the left hand corner of it is this indorsement in pencil:

Mr. LAY: If you have the inspection of this, issue a certificate.

JAMES A. MAGRUDER,  
*Treasurer Board of Public Works.*

Then on the back of it is this indorsement: "Audited for \$5,336.65, bluestone flagging, for board of public works. Received February 12, 1873, certificate No. 734, for \$5,336.65," the amount of that account.—A. Well, sir, I do not know anything about that singular transaction. My answer to that is this: The auditor was not compelled—it was no part of his duty, to regard what the treasurer said in that note, and I presume he would not have issued a certificate, unless he was satisfied by the measurement.

Q. Hold on a minute. Let us see how these certificates are issued. There is here: "If you have the inspection of this, issue a certificate." What is your arrangement about having inspections; who is the man that does the inspection?—A. I do not understand. He can explain better than I can, perhaps. It is simply referred. "If you have the measurements all straight, issue a certificate; I suppose that is about the idea that he intended to convey. I do not know anything about it. That was before I came in.



Q. Would you regard that as a regular or an irregular way of doing business?—A. If I was auditor I should satisfy myself that the money was due a man beyond a doubt, before I should issue a certificate.

Q. Do you know what authority Mr. Magruder had about giving directions for the issue of certificates?—A. Well, I suppose he thought it would be respected, merely as an act of courtesy. I have myself individually gone to the auditor and requested him to settle the account of A B or C D, who wanted to go away from here, and if there was anything due, to let them have it. There was an old gentleman I have known since my school-boy days, named Blaxton. He had a claim against the board, and I asked the auditor, as a matter of favor to me, if there was anything due him, to issue a certificate. I did not think there was anything wrong in it.

Q. Do you know of Mr. Magruder drawing checks in favor of himself, and paying out the money on account of the board?—A. No, sir; I am not aware of any instance of the kind.

Q. Do you know that he did that?—A. No, sir.

Q. Is there anything to prevent his doing that?—A. I suppose not. If he had the money deposited to his credit as treasurer, he could draw it as treasurer, payable to James A. Magruder.

Q. Was he authorized to do that?—A. Not that I am aware of. I suppose he was. I cannot presume that he would undertake to exercise a power without he was duly authorized.

Q. Had the board ever given him any authority, that you know of?—A. Not that I am aware of, sir.

Q. What check would you have on him in cases like that?—A. Well, I cannot imagine what check we could have upon any man, if we supposed him dishonest.

Q. What check would you have upon him, for instance, in this case: If he drew out on the 1st of March \$5,000, on the 15th of March \$10,000, and on the 20th of March \$10,000 more?—A. I do not suppose that there would be any check at all.

By Mr. HUBBELL:

Q. Suppose he had a pay-roll to meet, and furnished a pay-list?—A. Well, that would exhibit, if he had pay-rolls or anything of that kind. If he could make any show of the disposition of the money, it would be all right; that is, it would be right in point of fact, but it would not be right in a business point of view.

By the CHAIRMAN:

Q. Do you know how often the auditor settles with the treasurer?—A. Indeed I do not know anything about it. My attention has been drawn to other matters; and one reason why I have expressed the opinion here that I have, that the treasurer ought not to be an officer of the board, was that I feel a delicacy in going to my colleague and asking him to make an explanation to me. I could not do so.

By Mr. WILSON:

Q. Under this system the treasurer is the sole custodian of the funds, and he is the sole party who draws the funds?—A. Yes, sir; and the sole disbursing officer.

Q. He is the sole custodian and the sole disbursing officer?—A. Yes, for paying moneys out of the treasury, as I understand it.

Q. Are you aware of the auditor and treasurer ever having any settlement?—A. No, sir; I am not aware of it. I will say this: I see the auditor very often in his room, attending to matters of account; but I

have never inquired—it has not been explained to me and I never inquired about it. He may have been having a settlement with the treasurer.

Q. But the board has had nothing to do with it?—A. The board, as a board, has had nothing to do with it.

Q. It has been a matter purely, if there has ever been any settlement, entirely between the auditor and treasurer?—A. Entirely so. I speak as an individual member of the board. I had no knowledge of it.

Q. Do you know whether there has been payment of interest made on certificates out of the general fund; sewer certificates, for example?—A. I know of no case of the kind. I do not think that a case of the kind could occur.

Q. In any certificates?—A. I should think not. I should be opposed to it, decidedly.

Q. You have issued interest-bearing certificates?—A. O, yes; I did not understand you. I thought the question that you put to me was about these certificates that the auditor issues.

Q. O, no; I am not asking you about those, but about your interest-bearing certificates.—A. O, they were paid at the National Metropolitan Bank.

Q. Has interest been paid on those out of the general fund?—A. The commissioners of the sinking-fund, I believe, pay those.

Q. Is interest paid on them out of the general fund?—A. I do not understand what you mean by the "general fund."

Q. I mean out of the general tax-fund of the District.—A. The interest has been paid by money received from sources of revenue that probably are under the control of the board of public works. I do not know whether it is a general fund or not.

By Mr. BASS:

Q. Did the National Metropolitan Bank allow the treasurer of the board any interest on his money?—A. Not a bit, sir; and we would not allow you any if you came there and deposited it.

By the CHAIRMAN:

Q. You were aware that the board of public works was largely in debt?—A. I think it is very largely. I should think so. I do not know.

Q. Have you any plan for the payment of that debt; any specific plan in view?—A. Well, the plan, so far as I understand it, is this: There are assessments to be made upon streets and work that has been done that have not been made yet awhile, and as soon as they are made money will be coming into the treasury, and, as a matter of course, they will have means to pay. I think that is one great difficulty in the way of payment—that we did not proceed along promptly.

By Mr. WILSON:

Q. But those assessments cover only one-third of the cost. What are you going to do about the other two-thirds?—A. Well, I do not know, sir, unless you gentlemen of Congress will help us.

Q. Your main reliance, then, is Congress?—A. Gentlemen, I tell you very frankly that I rely upon Congress, because I have a great respect for Congress, and I know that Congress will take care to pay its just debts. That is my idea about it.

By Mr. CHRISTY:

Q. Do you approve, as a member of the board, of their system of ar-

bitrarily awarding contracts instead of securing proper competition by public advertisement?—A. Well, sir, I do not like to pass judgment upon anything that has been done. My own opinion is, that if I had control of the matter, I would advertise for proposals. I would give the work to the lowest responsible bidder, always taking care that he was responsible.

By the CHAIRMAN:

Q. That is what you would do?—A. That is what I would do individually.

By Mr. CHRISTY:

Q. I understood you to say that you have been a member of the board since last September.—A. Yes, sir.

Q. And an active member since the 1st of January.—A. Yes, sir.

Q. Have you attempted to introduce these improvements into their system that you now state that you deem necessary?—A. I have just stated to the gentlemen here that the reason why I did not do so was that I was waiting until this investigation got over, and everybody was free from excitement, when we could calmly deliberate upon the subject, and do what was just and proper in the case. This is no time to be undertaking reforms there. You have, perhaps, two-thirds or one-half of our force up here; we cannot attend to business.

Q. Have you not even during the investigation been making that which you deemed a reform? I now refer to the meeting that you held on the 25th day of this month.—A. What was done there I do not recollect now.

Q. There is a preamble to certain resolutions, "Whereas Adolf Cluss, in his testimony on the 22d instant, admitted that he had perjured himself, therefore," &c. Were you present at any meeting when such a resolution was passed by the board?—A. Yes, sir. And I voted for it.

Q. Will you refer this committee to the testimony of Adolf Cluss, in which he admitted that he had committed perjury?—A. The testimony was read from your own proceedings, sir. It satisfied me as a moral man that he had committed moral perjury. As well as I recollect, Mr. Mattingly asked him whether that was his signature. He said it was a forgery, if it was. If his signature was attached to the paper, he said it was a forgery. "Well," said he, "suppose it is a forgery?" "Then," said he, "it is perjury." "Well, now, look at that. Is that your signature?" "Yes; that is my signature." "Then you admit that it is a forgery?" "Well," said he, "it is either forgery or perjury." "Well, then, it is perjury." Said he, "Well, you say so," which was as much as to admit it.

Q. Now that is the part of the testimony upon which you based these resolutions and your judgment, was it?—A. Yes, sir.

Q. And not upon any other part of his testimony?—A. Well, I did not read his whole testimony. That was pointed enough to my mind to show that he had done what was morally wrong, decidedly so. It was a subject of great regret with me, because I sympathized greatly with Mr. Cluss, and have been friendly toward him in the board, and I have sustained him pretty generally.

Q. You deemed him until that time an honest man and a gentleman of veracity?—A. I did so. I did not suppose for a moment that he would have put himself in the predicament that he appeared in before this honorable committee.

Q. You say that ever since your connection with the board of public



works all their actions have been open, fair, and honest ?—A. Every one, sir, that has come under my observation.

Q. Do you deem it open, fair, and honest toward a gentleman, a member of the same board as yourself, to condemn him in his absence ?—A. Well, sir, this investigation is a matter of public notoriety ; everybody understands it ; I understand it ; I know what is going on as well as you do ; and I say that whatever transpires here, we are just as competent to pass our judgment upon as if we were to have it transpire in our own room at the board of public works.

Q. Did you not know when you passed that resolution that Mr. Chuss was still a witness before this committee ?—A. I did not know the fact.

Q. Did you not know, sir, that he had not been discharged as a witness ?—A. I did not know that fact, sir.

Q. If you had known that, would you not have deemed your action improper and unjust ?—A. Well, sir, I should not ; if I was thoroughly impressed with the idea that he had committed this great *faux pas*, I should have passed the same judgment upon him. It is the conviction of my mind that he had done what is discreditable to a gentleman and a man of honor, and that made me unite in the approbation of that resolution.

Q. Was it not your purpose in part to affect his testimony before this committee ?—A. Not a bit of it, sir. I am above doing any mean thing as that. If you think so, you could do so, sir ; I would not and will not. I decline to answer any more questions from you. Either of the gentlemen here, who are gentlemen, I will get them to put any question they want to put to me. I won't answer any question from you.

Mr. CHRISTY. I submit to the committee if that is not a proper question.

The CHAIRMAN. That has passed ; if you will propound another we will rule upon it.

By Mr. CHRISTY :

Q. Did you sign this report as a member of the board of public works ? Have you seen the printed volume ?—A. Well, I signed every report that is there that my name is to.

Q. Do you indorse all the statements in that report ?—A. As far as I understand them. I thought I understood it thoroughly at that time. I mean the body of the report here. All matters of detail, I must say, I did not know a great deal about them. I merely looked at them.

Q. You have read, you say, carefully all the testimony in this case sufficiently to make up an opinion in regard to it. Now, I ask you if you are not satisfied that there are mistakes contained in that report.

Mr. HAMILTON. I do not think that that is a legitimate inquiry, Mr. Christy.

Mr. CHRISTY. I deem it necessary for basing another question. He said he was as familiar with the testimony as we ourselves.

The WITNESS. In regard to what affects the board of public works, I paid full attention to that.

Mr. CHRISTY. All the testimony, I think, affects the board of public works.

Mr. HAMILTON. That is a question for us to determine, sir, not the witness.

Mr. CHRISTY. I wish to submit this ; that if there be mistakes in that report which it was impossible for him to have inquired into, he is neither morally nor legally responsible.

The CHAIRMAN. State that fact to him now.

Mr. CHRISTY. I understand that he became a member of the board in September, and on the 1st of November the report was signed.

The CHAIRMAN. He will agree to that, I have no doubt.

The WITNESS. Yes, sir.

By Mr. CHRISTY:

Q. You have had a very extensive experience as a banker, have you not, and as a financier?—A. Well, I have been employed in business for some time, for many years.

Q. You know, to some extent, the manner in which the business of the office of the treasurer of the board of public works has been conducted. Taking it for granted that you do, with the limitations that you have already stated to the committee, I desire to ask you this question: whether there is anything in that system, or manner in which the accounts are kept, to prevent the treasurer from purchasing with the public moneys, on the street, certificates and bonds that are sold at a discount, and subsequently using them as vouchers in the settlement of his accounts?—A. Well, I answered that question to these gentlemen.

Q. Not in that form.—A. Yes, sir; that is in substance the same question. But I have no objection to answering that.

Mr. CHRISTY. I submit to the chairman and to the committee whether the question has been asked in that form.

Mr. HAMILTON. There is no dispute about that. That is a question of fact apparent to the committee.

Mr. CHRISTY. I desire to ask the witness as an expert.

Mr. HAMILTON. I suppose the committee are satisfied.

Mr. CHRISTY. If gentlemen of the committee make an objection, I will submit it to the entire committee.

Mr. WILSON. Under the answers of Dr. Blake, it is perfectly apparent, if Mr. Magruder had seen fit to do so, he could have gone out on the street and bought these certificates at 50 cents on the dollar, if he had wanted to, and then drawn the money out of the bank and paid it to himself.

Mr. CHRISTY. If the committee are satisfied of that, that contents me.

The CHAIRMAN. I think the committee have been satisfied of that for a long time.

The WITNESS. You asked me if I thought that Colonel Magruder could, under the present system, check money in his own name of the bank, and I told you that I thought he could. That was my answer, and that covered your question.

Mr. WILSON. He said that there was no check upon him whatever.

Mr. HUBBELL. It depended upon whether he was an honest man.

Mr. WILSON. He said he was disbursing officer and custodian of the money, and could do with it as he pleased.

The CHAIRMAN. The testimony of Mr. Magruder himself is that he kept no distinction between certificates and evidences of indebtedness and money, and that he could not distinguish in many cases.

Mr. STEWART. He drew out the money and paid these warrants, and put them in his safe, and the question was put to him whether he had ever bought any of them, and he said that he had not. Now, that is just all there is of it; he might have gone and bought them; there was no cash-account or certificate-account kept.

Mr. HUBBELL. It ought to be presumed that we are business-men enough on this committee to know that that is not a proper way to keep accounts.

B. OERTLY recalled.

By Mr. WILSON :

Q. Have you examined, in print, your own statement submitted a day or two ago ?—A. No, sir; I have not.

Q. I refer to pages 2292 and 2293 of your testimony. That was a written statement presented to the committee and printed by them. Was it prepared by you ?—A. It was prepared by me. I have not compared the printed testimony, but the written statement was prepared by me.

Q. Is it a correct statement, as far as you know ?—A. My written statement certainly was correct, to the best of my knowledge.

Q. It is a review of Mr. Rives's statement ?—A. Yes, sir; it is a review of Mr. Rives's statement.

Q. Who directed you to make up this statement ?—A. I think the governor.

Q. When ?—A. I could not tell you the date exactly. It was some time last week. I think it may possibly have been the week before, just after Mr. Rives testified.

Q. How many statements have you made up with reference to Connecticut avenue ?—A. There is a statement of mine in my first testimony and there is a statement here.

Q. Then there is another statement in the report of the board of public works ?

The WITNESS. You refer to the statement, I suppose, giving the total cost of avenues ?

Mr. WILSON. Yes, sir.

A. Yes, sir. I did not prepare this statement proper, because the amount paid by the old corporation—they were gotten at by some clerks who were familiar with the old corporation work—and the amounts paid for by the board were prepared at the auditor's office.

Q. So that you did not make all these statements yourself ?—A. No, sir; I did not make the statement of payments made. That I got from these two sources.

Q. You do not know whether that is correct or not ?—A. I believe that they are correct.

Q. You have simply the statement of other persons that they are correct ?—A. Yes, sir; I have to rely upon that.

Q. You had to take their statements in making up yours ?—A. Yes, sir.

Q. Then when you say that these statements which you have presented here are correct statements, you make that statement with that qualification, do you ?—A. I make that statement with that qualification, of course.

Q. Now we have three statements here in regard to the cost of Connecticut avenue, two of which were made by you, and one appears in the report of the board. Do any of these statements agree with the other ?—A. I suppose that is very hard to say; I should doubt whether they agree.

Q. Why do they not agree ?—A. They all three, I think, have a different basis, and of course you could not expect them to agree; they are only approximate anyhow.

Q. But the results ought to be the same ?—A. No, sir. Of course in each case the results would be an approximation, to say the least, and to arrive at the best result would be to take the average of them. I would not say that either of them was absolutely correct.



Q. You would not say that either one of these was absolutely correct?—A. No, sir.

Q. And you do not present them as absolutely correct statements?—A. No, sir; I do not.

Q. For what purpose did you make up these statements?—A. I understand they were to be submitted to this committee.

Q. Were you directed and given instructions that any particular result was desired here?—A. No, sir.

Q. Were they gotten up for the purpose of refuting the testimony of Mr. Wright Rives?—A. They were simply gotten up to correct some statements of Mr. Rives which we thought were incorrect.

Q. Will you take Mr. Rives's statement and show wherein it is incorrect?—A. I refer to this statement of my own. I will have to read it.

Q. It is not necessary to read that. Is that the only thing that you have to show here, or that you desire to show, for the purpose of refuting the statement of Mr. Wright Rives?—A. I have nothing further to submit at this time.

Q. Nothing to submit but that?—A. Nothing.

Q. What was it that was furnished to you by these other parties in making up these statements?—A. Well, the statement giving the work done by the old corporation is one.

Q. Who did you get that from?—A. That was prepared—there were several gentlemen working at it, principally Mr. Larner, who had charge of the old papers.

Q. Who else?—A. Mr. Winter, a clerk in the assessment office, and Mr. Forsyth.

Q. Who else?—A. I think Mr. Lyons. I do not know who the other gentlemen were who were copying and writing it. The other statement was entirely gotten up in the auditor's office.

Q. But as to these matters you do not know whether they are accurate or not?—A. No, sir; I have to rely upon them.

Q. You do not wish to be understood as swearing that this is right?—A. No, sir.

MR. CHRISTY. I was trying to find in your testimony to refer to an estimate which you made in regard to pipe laid upon First street, northwest, of 830 feet. I do not find it at once; if you will delay a few minutes I will interrogate you upon that.

HUGH MURRAY sworn and examined.

THE WITNESS. I stated to the committee that Mr. Barney testified on oath here that I did not work on New Hampshire avenue between G and H streets. I wanted to say that I am prepared to prove that I worked there from four to six weeks with a large force, and all the work that I have done there he allowed Mr. Vanderburgh pay for it, and I have here the authority under which I acted from the board. I have here my order to go to work, and my order to stop. I am contractor for New Hampshire avenue, and Mr. Vanderburgh, if he did any work there, I would like to know under what authority he acted. I do not say but he did some work there, but I have never seen any authority had for doing it there.

By MR. WILSON:

Q. If there is any overpayment, then, it is not to you?—A. No, sir; I have done more work than I have been paid for.

Q. When did you do that work?—A. I have an order of July 12 or 13, I think.

Q. Of what year?—A. 1873. Last year. I was ordered to go to work there, and put fifty horses and carts to work, and keep them on continually, which I complied with.

Q. When did you finish the work?—A. I have not finished the work yet.

Q. Have you been working on it all the time?—A. I have been working until my funds ran out. I had no money to carry it on.

Q. When did you do the last work there?—A. I think I stopped work about October last.

Q. Did Vandenberg have any gravel excavation there?—A. Yes, sir.

Q. How much?—A. I do not know, sir; I could not say that.

Q. Do you think he had as much as 10,000 yards?—A. Well, sir, that is for the engineers to say; I could not answer.

Q. You know what the condition of the street was?—A. Yes, sir. I know the condition of the street.

Q. Was there any such amount as that there?—A. O. well, I could not say that.

Q. You have a pretty good idea, I guess.—A. It would be rather a delicate matter for me to say how much.

Q. I do not care how delicate it is; if you know the fact, I want to know it.—A. I do not know; I could not say positively.

Q. Well, how much do you think there was there?

The WITNESS. What Vandenberg did?

Q. Yes; I am talking about gravel.—A. I could not say how much he took out of New Hampshire avenue. I know he got a good portion out of Virginia avenue also. He had been hauling ground for some time.

By the CHAIRMAN:

Q. State as nearly as you can. If you come within five thousand yards of it, I suppose it will do.—A. Well, I suppose that he took out five or six thousand yards—something in that neighborhood—of gravel. But he took some dirt also. But I suppose in order to get at the gravel he had to take the dirt.

[The statement of Mr. Eluss in relation to the old sewers was here submitted to the committee, and is as follows:]

*Surveyed by Deputy of Washington prior to Jan., 1871.*

[The record of several streets prior to the above year, and this list has been compiled from great difficulty, and is not intended to be a perfect one, but a list of the streets which are now in use, and which are now in use.]

(2) Indicates inaccessible, yet shortest length necessary for property.

Location.		Length.		Remarks.
Street or Locality.	Remarks.	Brick.	Pipe.	
		Feet.	Feet.	Feet.
Adams street	From east end of Second street			
Adams street	From east end of Third street	305		
Adams street	From east end of Fourth street	100		
Adams street	From east end of Fifth street	100		
Adams street	From east end of Sixth street	(2) 350		
Adams street	From east end of Seventh street	100		
Adams street	From east end of Eighth street	244		
Adams street	From east end of Ninth street	600		
Adams street	From east end of Tenth street	(1) 219		
Adams street	From east end of Eleventh street	100		
Adams street	From east end of Twelfth street	100		
Adams street	From east end of Thirteenth street	100		
Adams street	From east end of Fourteenth street	100		
Adams street	From east end of Fifteenth street	100		
Adams street	From east end of Sixteenth street	100		
Adams street	From east end of Seventeenth street	100		
Adams street	From east end of Eighteenth street	100		
Adams street	From east end of Nineteenth street	100		
Adams street	From east end of Twentieth street	100		
Adams street	From east end of Twenty-first street	100		
Adams street	From east end of Twenty-second street	100		
Adams street	From east end of Twenty-third street	100		
Adams street	From east end of Twenty-fourth street	100		
Adams street	From east end of Twenty-fifth street	100		
Adams street	From east end of Twenty-sixth street	100		
Adams street	From east end of Twenty-seventh street	100		
Adams street	From east end of Twenty-eighth street	100		
Adams street	From east end of Twenty-ninth street	100		
Adams street	From east end of Thirtieth street	100		
Adams street	From east end of Thirty-first street	100		
Adams street	From east end of Thirty-second street	100		
Adams street	From east end of Thirty-third street	100		
Adams street	From east end of Thirty-fourth street	100		
Adams street	From east end of Thirty-fifth street	100		
Adams street	From east end of Thirty-sixth street	100		
Adams street	From east end of Thirty-seventh street	100		
Adams street	From east end of Thirty-eighth street	100		
Adams street	From east end of Thirty-ninth street	100		
Adams street	From east end of Fortieth street	100		
Adams street	From east end of Forty-first street	100		
Adams street	From east end of Forty-second street	100		
Adams street	From east end of Forty-third street	100		
Adams street	From east end of Forty-fourth street	100		
Adams street	From east end of Forty-fifth street	100		
Adams street	From east end of Forty-sixth street	100		
Adams street	From east end of Forty-seventh street	100		
Adams street	From east end of Forty-eighth street	100		
Adams street	From east end of Forty-ninth street	100		
Adams street	From east end of Fiftieth street	100		
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Adams street	From east end of Two hundred and forty-sixth street	100		

*Sewers laid in the city of Washington prior to June, 1871—Continued.*

Location.		Length.		Diameter.
Street or avenue.	Between—	Brick.	Pipe.	
		<i>Feet.</i>	<i>Fect.</i>	<i>Feet.</i>
E street north.....	Third west and Fourth west.....	(?) 210	.....	3
Do.....	Fifth west and Sixth west.....	(?) 120	.....	.....
Do.....	Sixth west and Seventh west.....	(?) 475	.....	2
Do.....	Twelfth west and Thirteenth west.....	400	.....	3
Do.....	Thirteenth west and Fourteenth west.....	200	.....	3
F street north.....	Eighth west and Ninth west.....	250	.....	4
Do.....	Thirteenth west and Fourteenth west.....	(?) 415	.....	.....
Do.....	Fourteenth west and Fifteenth west.....	385	.....	1.5
Do.....	Seventeenth west and Eighteenth west.....	.....	625	1.5
Do.....	Eighteenth west and Nineteenth west.....	.....	505	1.5
Do.....	Nineteenth west and Twenty-first west.....	.....	895	15 inches.
Do.....	Twenty-first west and Twenty-second west.....	.....	520	18 inches.
G street north.....	Fifth west and Sixth west.....	(?) 225	.....	6
Do.....	Sixth west and Seventh west.....	250	.....	18 inches.
Do.....	Twelfth west and Thirteenth west.....	370	.....	18 inches.
Do.....	Seventeenth west and Eighteenth west.....	.....	522	18 inches.
Do.....	Eighteenth west and Nineteenth west.....	.....	410	15 inches.
Do.....	Nineteenth west and Twentieth west.....	.....	100	15 inches.
Do.....	do.....	.....	307	12 inches.
Do.....	Twentieth west and Twenty-first west.....	.....	150	18 inches.
Do.....	do.....	332	.....	2.5
Do.....	Twenty-first west and Twenty-second west.....	.....	522	18 inches.
H street north.....	Sixth west and Seventh west.....	576	.....	.....
Do.....	Seventh west and Eighth west.....	(?) 237	.....	.....
Do.....	Ninth west and Tenth west.....	(?) 290	.....	(?) 2
Do.....	Thirteenth west and Fourteenth west.....	(?) 200	.....	.....
Do.....	Vermont avenue and Connecticut ave.....	(?) 700	.....	.....
Do.....	Seventeenth west and Eighteenth west.....	.....	.....	2
Do.....	Eighteenth west and Nineteenth west, north side.....	(?) 420	.....	3
Do.....	Eighteenth west and Nineteenth west, south side.....	509	.....	3.5 E 99
Do.....	Nineteenth west and Twentieth west.....	.....	284	18 inches.
Do.....	Twentieth west and Twenty-first west.....	.....	520	18 inches.
Do.....	Twenty-first west and Twenty-second west.....	595	.....	3.5
Do.....	Twenty-second west and Twenty-third west.....	.....	300	12 inches.
I street north.....	Sixth west and Seventh west.....	463	.....	18 inches.
Do.....	Seventh west and Ninth west.....	(?) 350	.....	.....
Do.....	Ninth west and Tenth west.....	(?) 500	.....	.....
Do.....	Tenth west and Eleventh west.....	297	.....	2
Do.....	Eleventh west and Twelfth west.....	(?) 200	.....	.....
Do.....	Twelfth west and Thirteenth west.....	(?) 250	.....	.....
Do.....	Thirteenth west and Fourteenth west.....	592	.....	2
Do.....	Fourteenth west and Sixteenth west.....	1,356	.....	3
Do.....	Seventeenth west and Eighteenth west.....	575	.....	3
Do.....	Eighteenth west and Nineteenth west.....	.....	374	18 inches.
Do.....	Nineteenth west and Twentieth west.....	.....	350	12 inches.
Do.....	Twentieth west and Twenty-first west, north side.....	.....	425	18 inches.
Do.....	Twentieth west and Twenty-first west, south side.....	.....	475	18 inches.
Do.....	Twenty-first west and Twenty-second west.....	.....	631	18 inches.
Do.....	Twenty-second west and Rock Creek.....	2,494	.....	4.5
K street north.....	Fourth west and Fifth west.....	(?) 640	.....	.....
Do.....	Thirteenth west and Fourteenth west.....	587	.....	3
Do.....	Fourteenth west and Fifteenth west.....	(?) 300	.....	3
Do.....	Sixteenth west and Seventeenth west.....	Private sewer.	.....	.....
Do.....	Twenty-fourth west and Twenty-fifth west.....	.....	(?) 553	.....
Do.....	Twenty-fifth west and Twenty-sixth west.....	.....	390	18 inches.
Do.....	Twenty-sixth west and Rock Creek.....	(?) 855	.....	.....
L street north.....	Fourth west and Fifth west.....	500	.....	3
Do.....	Sixth west and Seventh west.....	450	.....	2
Do.....	Seventh west and Eighth west.....	(?) 120	.....	2
Do.....	do.....	(?) 180	.....	18 inches.
Do.....	Thirteenth west and Fourteenth west.....	641	.....	2.25
Do.....	Twenty-fourth west and Twenty-fifth west.....	.....	930	18 inches.
M street north.....	New Jersey avenue and Fourth west.....	(?) 388	.....	(?) 12 in.
Do.....	Fourth west and Fifth west.....	780	.....	15 inches.



## STATEMENT IN RELATION TO SEWERS.

*Sewers laid in the city of Washington prior to June, 1871.*

*Sewers laid in the city of Washington prior to June, 1871—Continued.*

Location.		Length.		Diameter.
Street or avenue.	Between—	Brick.	Pipe.	
Pennsylvania avenue .....	Seventeenth and Eighteenth west .....	<i>Feet.</i> 675	<i>Feet.</i>	<i>Feet.</i> 3
Do .....	Seventeenth and Sixteenth-and-a-half west.			2
Do .....	Fourteenth and Fifteenth west .....	380		3
Do .....	Eleventh and Thirteenth west .....	( <i>1</i> ) 540		3.5
Do .....	Fourth-and-a-half west and Second west {	380		2
Massachusetts avenue .....	Sixth and Seventh west .....	340		2
Do .....	Fourteenth and Fifteenth west .....	( <i>2</i> ) 300		
North Carolina avenue .....	Third and Fourth east .....	( <i>3</i> ) 400		4

In toto, about 16½ miles of brick sewers—approximate cost.....\$650,000  
 And 5½ miles of pipe sewers—approximate cost.....70,000

Total.....720,000

It is impossible to state at a short notice what proportion of this outlay has been paid by the United States.

ADOLF CLUSS,  
*Engineer.*

MAY 27, 1874.

JAMES A. MAGRUDER recalled.

By Mr. BASS:

Q. You have found the various vouchers to which you referred the other day?—A. Yes, sir. I desire to make a short statement about that. I want to state about this paper that Mr. Wilson showed to Dr. Blake with my indorsement. It reads, "Mr. Lay, if you have the inspection of this, issue a certificate." It is a bill of flagging which the board had bought from Mr. Evans. There is the receipt for the flagging, [producing it.] I knew the flagging had been received. I suppose, from the way that indorsement is worded. Here is the inspector's certificate that he has inspected that much flagging, and it exactly corresponds with this bill. It was a mere order to settle the bill if everything was right, which it seems it was. The inspection is dated on the 3d of February. The bill is dated on the 7th of February.

By the CHAIRMAN:

Q. Could he not have done that without that order from you, if he had chosen?—A. Well, no; I do not think he would have done it. He might have done it.

Q. Why not? Why would he not have done so?—A. Because he is very careful about these things, unless some member of the board tells him to do it.

Q. Is there any understanding, or arrangement, or order by which he is not to do it until the board directs it?—A. There was no reason why he should not have issued the certificate without the order; none in the world. The inspection had been returned to his office as "so much received," and there was no reason why he should not have done it.

Q. Is the auditor empowered to issue certificates without the order of the board?—A. Yes, sir. For instance, if there is a measurement returned there from the engineer's office, he has the power to settle it according to the engineer's measurements.

Q. That is to say, the engineer-in-chief, the auditor, and the treasurer can pay bills without the board knowing anything about it?—A. The

board refers this to the auditor; the engineer refers his estimates to the board; the board refers them to the auditor; then he can issue the certificates. They come to me for payment.

Q. But is not the action of the board necessary, that is, nominally necessary, in order to secure the auditor's certificate?—A. I do not understand you exactly, sir.

Q. Does not the auditor require, nominally at least, the action of the board before issuing a certificate?—A. He requires the action of some member of the board. This had been referred to him by the board, and therefore it did not require anything of the kind.

Q. How was it referred to him by the board?—A. The probability is that this was brought to me with a pressure. I do not know that fact: I am only stating the probabilities. The probability is that this was brought to me when there was a pressure upon the auditor's office, as then there very frequently was about that time; frequently there would be twenty, thirty, or forty people in there. This man wanted to get his certificate. I wrote Mr. Lay, "If you have the inspection of this, issue a certificate."

Q. Why was that necessary?—A. Simply to get him in there to get Mr. Lay to do it at once.

By Mr. MERRICK:

Q. To give him precedence?—A. To give him some precedence, probably, over some forty other people; that is why, exactly.

By Mr. BASS:

Q. How did the board refer those papers to Mr. Lay?—A. They ordered the clerk to refer them up to the auditor.

Q. They did not order their payment?—A. Well, no, they did not order their payment; but that means a settlement. The papers are referred to Mr. Lay, and that means that he shall settle it.

Q. I do not care particularly about those vouchers, but I want to know whether or not the action of the board is not necessary as a voucher for the auditor; that is, as authority for him to issue these certificates?—A. Yes, sir; that is, not for every certificate. When a paper is referred to the auditor of the board, a measurement, for instance, it is not necessary for him then to have another order from the board to issue a certificate upon that measurement if he finds it correct. He has to go over that and make his calculations, and find what is due the man on that estimate.

Q. Let us run through this process. The engineer certifies his quantity?—A. Yes, sir.

Q. That paper, then, goes to the board?—A. That paper goes to the board.

Q. Then the board refers it to the auditor for prices?—A. Before it to the auditor for settlement.

Q. The auditor fixes the prices?—A. He has the prices; he has the board prices.

Q. It is referred to the auditor for settlement?—A. Yes, sir.

Q. Is that the exact form of the reference?—A. This is the form of the reference.

Q. And that is essential?—A. That is essential.

Q. As authority to the auditor?—A. Yes, sir.

Q. Now, suppose there is no such reference, but the engineer's certificate, instead of passing through the board, should go direct to the audi-



tor's office, could he fix the prices or make a settlement?—A. Yes, sir; he might do that.

Q. Under your regulations and plan of doing business?—A. Yes, sir.

Q. So that the engineer and auditor and the treasurer can adjust accounts without any action of the board?—A. That might be done.

Q. I see it might be done, but can it be done according to your system?—A. Yes, sir; it could be done according to our system.

By Mr. STANTON:

Q. Does not the engineer require authority of the board to make measurements?—A. Yes, sir.

Q. And the auditor has evidence of instructions to the engineer to make the measurement?—A. I don't know whether he has that evidence or not.

By Mr. WILSON:

Q. Look at that paper you have in your hand, and say whether you ever made any order in regard to that?—A. I do not see any order on it.

Q. What evidence is there that the board ever knew anything about that?—A. The fact is the board ordered the flagging, and here is the inspector's certificate. Hold on a moment. There is an account made out against the board of public works.

Q. Is there anything at all in the paper that you have in your hand indicating that the board ever saw that account?—A. No, sir.

Q. What is there to prevent you, under similar circumstances, putting through thousands of others just like it?—A. For material, nothing at all.

Q. Have you got that bundle of vouchers that I called for the other day with you?—A. Yes, sir. I wish to say in looking over these papers I found I made a mistake in saying it had no indorsement of the board upon it. There is an indorsement by the board upon it, which reads as follows: "February 4, 1873. Respectfully referred to the auditor; by order of the board. Edward Johnson, for assistant secretary."

Q. How are these orders made—at a formal meeting of the board always?—A. No, sir; the vice-president of the board does it.

Q. Then, when these matters come in here to the office, the vice-president refers them, and that reference is entered upon the papers as being done by order of the board?—A. Yes, sir.

Q. So that virtually the vice-president, for the purposes of the account, is the board of public works?—A. He has authority from the board to do it.

Q. You say, then, that that was done by order of the board?—A. Yes, sir. The board never would, if we sat there to discuss these matters, be able to do anything.

Q. I find, on page 9, report of 1873, this report made by you:

BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA,

*Washington, November 15, 1873.*

Sir: I herewith send my report of receipts and payments from July 1, 1871, to November —, 1873, showing—

Total receipts.....	\$14, 789, 692 85
Total payments.....	13, 386, 455 67

Balance on hand.....	1, 403, 237 18
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Very respectfully, yours,

JAMES A. MAGRUDER,  
*Treasurer Board of Public Works.*

Hon. A. R. SHEPHERD, *Governor, &c.*

Q. Did you have that on hand at that time ?—A. Yes, sir.

Q. In what ?—A. In sewer-certificates ; they are charged on the other side there.

Q. Since you have paid them out ?—A. Yes, sir.

By Mr. BASS :

Q. You gave us the other day the transactions of the checks you drew, took up certificates with. Will you now explain how your account is kept with regard to those checks which you drew for other purposes ? Take first the item of February 7, 1873 ; you drew a check for \$50,000 on the National Metropolitan Bank. You may explain that.—A. I cannot find any check for that particular amount, but I find certificates of Filbert for \$58,000 charged in March. I found that check in looking over the checks this morning for another one.

Q. Produce what papers you have in relation to that.—A. I don't know whether I have that with me or not. There is a certificate of that. You will notice that that certificate is dated 1872 ; it is charged in my March account.

Q. This check is drawn February 7, 1873, for \$50,000 ?—A. Yes, sir.

Q. Where is that entered in your account ?—A. Under date of March 20, 1873. — E. S. Filbert, for Massachusetts avenue, between New Jersey avenue and Fourteenth street, northwest, \$58,079.78."

Q. Now, what makes you think that check and this certificate which you produce here (auditor's certificate) is the certificate corresponding to this entry of March 20, 1873 ?—A. Simply because I find the next one of a large amount due him. It does not correspond in amount, but I could give him that check for the funds I had in the bank.

Q. How do you know you did ?—A. There it is ; there is the check. I showed it to you this morning.

Q. Won't you have the kindness to produce it here in this connection ?

[Witness having left the stand to get the check called for, Mr. N. G. ORDWAY was recalled.]

By the CHAIRMAN :

Q. We have had some testimony here in relation to a mortgage you had upon the Chronicle office at one time ; I believe you desire to make some explanation ?—A. I notice by the newspapers what I thought was rather an imperfect statement of the case. The facts were these : Mr. John M. Morris purchased the Chronicle office of John W. Forney, and gave deed of trust to secure the payment of several notes. These came due, and Mr. Morris was unable to meet them, and urged a friend and myself to carry one or two along for him for a short time. I took one of them at first, and afterward took another. Mr. Morris still not being strong enough financially to take these up, Mr. Forney thought after a while that he must have the money. I carried these notes for a year, or possibly nearly two years, at 6 per cent. interest, as an accommodation to Mr. Morris. When Mr. Harlan came into the concern I felt that it was strong enough to pay me, and insisted that these should be taken up. Mr. Harlan took them up with a check or the money ; I think a check, through either Jay Cooke & Co. or Henry D. Cooke. My connection with the loan, which was first about three thousand dollars, and which afterward amounted to eight or nine thousand dollars, the whole of it was simply that of a man who did an act simply to accommodate a friend. Mr. Morris was then living a neighbor to me, on Capitol Hill. I carried these notes at 6 per cent. simply as a favor until he could get

somebody to relieve him of these obligations. I had no control in the paper, but did this as I have suggested. I wish to make this statement in justice to myself, because it did not seem to me in the testimony given by Mr. Harlan that the matter was clearly understood. In reference to the indorsements on the notes—they were made, I think, to John W. Forney. At any rate, the trustee, whoever he was, could have enforced payment, no matter in whose hands they were. Therefore, there was no indorsement necessary, and the notes simply came into my hands in that way, without any indorsement, and passed out without any indorsement, I simply receiving the face of the notes and the accrued interest at 6 per cent. My impression is now that I received the check; that Mr. Harlan brought me a check of either Henry D. Cooke on some bank, or of Jay Cooke & Co.

By Mr. WILSON:

Q. You are connected in some way with the Washington Market-House Company?—A. I am a director, and have had charge of it as managing director since the first work was commenced; since the second company—not the first company that got the charter through—but since the second company took it up, subscribed the stock and commenced to build.

Q. The rents that you pay, or whatever you may call it, belonged to the poor-fund of this District?—A. There was provision in the charter that we were to pay \$25,000 a year to the District authorities to be given for the support of the poor; to be appropriated by them. We paid \$25,000 a year up to the time the District legislature relieved us by an act and left it at \$20,000, then we paid \$20,000 yearly after that, up to the time of a more recent change, when we gave up some of the land.

Q. Did you pay on account of this rent into the District government any part of this rent at the time of this transaction between you and Mr. Harlan?—A. I have looked over my accounts and I find that some time in July, within a few days of that time, that I made one or two payments—that is, I think they were made directly from my office, through a clerk, to Governor Cooke; they have all been made to the governor of the District. Every payment has been made directly to him and his receipt taken for the amount.

Q. Did you go to Mr. Harlan to carry to Governor Cooke a check on account of this market-house fund, equal to the amount that was due you upon this mortgage?—A. I do not think that I gave Mr. Harlan the check. I think the clerk paid him, about that time, about the same amount of money from Governor Cooke. The clerk paid it, I think.

Q. What, if anything, do you know in regard to Mr. Harlan having made an arrangement with Governor Cooke that if you paid in an amount equal to your note that Governor Cooke would let Harlan have that money in order to lift your mortgage?—A. I was pressing Mr. Harlan for this money, or the Chronicle Company, and stated to him that I had already carried out of my own funds bills for the construction of the Market-House Company until I was overloaded, and needed money and must have this; and Mr. Harlan made the remark, I think, that Governor Cooke told him that we owed the District some money—the Market Company—and I said we did. That is, there would be some due on it at the end of the year, and we would be very willing to pay it; I would, so far as I was concerned, if I thought that it would facilitate in any way the settlement of these matters, although the money might not be strictly due. Some conversation of that kind occurred. Harlan spoke of the matter once or twice, but after the transaction was through, Governor



Cooke took occasion, at my house up in New Hampshire, to say that although such talk was had, that he furnished money in another way. I am not certain as to the transaction further than I have stated.

Q. Will your books show just what amount of money you paid on account of this same market at that time and the date of its payment?—

A. I think the press-book would. The clerk receives money and pays it out.

Q. Will your books always show the time you received from Harlan these payments of your notes?—A. I don't think I have the exact date of the receipt of the money. It was money that was my private funds, and I am not certain that I credited it anywhere, as it was in notes.

Q. Will your books show whether the amount you paid on account of the market-house fund corresponds exactly with the amount that you received from Mr. Harlan on account of this mortgage or trust deed?—

A. I presume that I might find a memorandum. I do not now know the exact amount, but the payments to the governor would be upon the clerk's books. Whether I have a memorandum showing the exact amount of the notes in interest I am not positive. I have not looked to see, but I will do so.

On July 29, 1872, the clerk at the market office issued a check on the Bank of the Republic, payable to the order of Henry D. Cooke, governor, for \$8,971.41. About that time that amount, either in check or in money, was paid to me by Mr. Harlan, which he said he received from Governor Cooke, and got the deed of trust and notes to take to him, as I supposed. Mr. Harlan took them himself from me. I thought I had a memorandum of the exact date; but I do not find the date. The amounts are the same, but I do not recollect the dates.

By Mr. HUBBELL:

Q. Was this amount the exact amount that was due on your notes?—A. Yes, sir; it was just the amount.

Q. In other words, your clerk paid a certain amount which you have given, and about that time Mr. Harlan came and paid the balance due on this note, including interest?—A. Yes, sir. It came up in this way: Mr. Harlan remarked to me, when I was pressing him, that Governor Cooke said we owed him money on account of the market. We owed the District and he had claims, he said, against the District.

By Mr. WILSON:

Q. Did Mr. Harlan receive the check from the clerk of the Market-House Company?—A. I think not, sir. I thought at first that he did. When I was first inquired of I thought so, but upon reflection I think I am quite sure that I never paid in any way except to send to the office of Governor Cooke by the clerk.

Q. Did Mr. Harlan bring you a check on Jay Cooke & Co.?—A. He neither brought the check nor the money himself, and took the notes himself. I did not see Governor Cooke in the transaction, that I remember.

By Mr. STEWART:

Q. When you saw Governor Cooke afterward, what did he tell you about it?—A. He told me at my house, I should think a month afterward. He was up in New Hampshire, and he called to see me, and he said, "By the way, that transaction, which there was some talk about arranging, about the market, was not carried out. I arranged that out of Jay Cooke & Co.'s money," or something of that kind. I should say it was a month afterward. I simply wished to state it because I remember the circumstance of his mentioning it to me.

JAMES A. MAGRUDER recalled.

By Mr. BASS:

Question. The check which you produce here, bearing date February 7, 1873, payable to the order of L. S. Filbert, for \$50,000 in bonds, is the check, if I understand you, which was taken from the stub presented here?—Answer. Yes, sir; I showed you the stub.

Q. Now you produce this certificate, bearing date December 14, 1872, for \$58,079.78?—A. Yes, sir; charged in my account—

Q. March 20; and I understand you to say that you think that this check went to pay that certificate?—A. I think it did.

Q. Why is this statement "in bonds" in this check?—A. Because I had the bonds in the bank.

Q. So many of the bonds were to be paid out?—A. Yes, sir. The bonds were turned over to us by the sinking-fund commission.

Q. Have you any recollection that that \$50,000 is not a part of that \$58,000 item?—A. No, sir.

Q. So that it may not be a part of that item?—A. That may or may not be. I find that a large sum was paid out about that time.

Q. And this, you think, would fit a little better in here than in any other place. How is it about your \$65,000 check?—A. Those were paid upon a variety of checks, and paid by the Freedman's Bank. I cannot tell you anything about this. I think certificates were charged here.

Q. But you have been unable, as I understand you, since your former examination, to find the vouchers for that \$65,000 check?—A. It is not one voucher; it is probably twenty-five or more.

Q. I asked you to produce the vouchers. Have you looked for them?—A. No, sir; it is perfectly useless. It is barely possible they may have an account for it.

Q. You find, then, it is difficult to produce them without a more thorough examination than you have been able to give it—the voucher corresponding with that \$65,000 check of the Freedman's Bank?—A. I cannot specify exactly what the vouchers were, but the vouchers are charged in that account of the expenditures. They are charged somewhere there.

Q. We want to know where.—A. I cannot tell what they are. You certainly find checks for all those vouchers.

Q. We want to see the items if we could. So that since your former examination you are unable here, then, to-day to produce vouchers that you are able to swear are the vouchers for the \$50,000 or \$65,000 check?—A. Yes, sir; utterly impossible—the identical vouchers.

Q. So that it is not at all surprising that outsiders are unable to find—A. An outsider would know very well it is charged there, whether he got the money or not. If he came and said he didn't get it, I would show his voucher for it.

Q. How does Mr. L. S. Filbert, when he reads your account, know that there is entered in his account that \$50,000 check when you yourself cannot identify it as being the one?—A. Why would he want to know?

Q. You have made the statement here repeatedly that your own account was so kept that any person being disposed to ascertain its accuracy could ascertain by simply looking at it?—A. I stated this: You take any of these things, "T. Joyce, for whole square, \$221, 219." Well, T. Joyce says he didn't receive that money. I go right to the office and I get the certificate that has a receipt on the back of it, showing that I have paid it. I take another one, "Gray & Noyes," &c. If a

man says I didn't pay him that check, and I show the check with his indorsement on it, it is evidence I did pay it.

Q. Now, then, suppose Mr. Filbert were a little curious to ascertain when you had entered and where you had entered that \$50,000 that you produced the voucher for, how could he ascertain, by this account, that it had ever been entered in your account?—A. He sees it charged there, \$58,000.

Q. You yourself swear you cannot tell that is a part of it?—A. Why would he want to know?

Q. I don't know; but he might be a little curious, perhaps, and want to prepare a memorial to find out.—A. I have my check, payable to L. S. Filbert, or order, for \$50,000. It is shown that it has been paid, because it has his indorsement.

Q. The reason you didn't enter it was because you rather thought Filbert would not want to know?—A. No, sir. I didn't enter it because there was no necessity for it. There are the charges of the account for the money I have received; and that is the same explanation in regard to the Freedman's Bank.

Q. Didn't you suppose they would ever want to know how your account was kept, and to see the entry of \$55,000, given them on a given day?—A. No, sir; I didn't suppose anything of the kind. I didn't suppose it was any business of theirs how my account is kept if they got their money.

Q. Is that the sort of theory that you had as the treasurer of a board that disburses \$14,000,000 or \$15,000,000—that nobody was interested in the veracity of your accounts but yourself?—A. No, sir; because there is an exhibit of my accounts. Anybody can come and verify them at any time. You can come and pick out one hundred items, and I will bring you certificates for them.

Q. Very well, we have asked you—

The WITNESSES. You have asked me for checks, and I stated just now you come into my—

Q. You produce vouchers, and I ask you if you can indicate in your account where you had entered either the \$50,000, or the \$55,000 check, they being merely samples in your account, and you even yet are unable to say with certainty, to indicate where those items are entered in your account.—A. I am simply unable to indicate or furnish the certificates paid with that check, but the certificates are charged there.

Q. Now, then, that \$160,000 that were withdrawn out of the bank by you upon the checks on the 12th and 15th day of July, 1873, were not entered in your account until the 21st day of August, 1873, were they?—A. No, sir.

Q. And then we find upon the check stubs, in a different ink from that which indicates the payee of the check, the certificates that were subsequently taken up by the board of public works, or rather by you as the treasurer of the board.—A. Yes, sir.

Q. And you say that the entry of the numbers of the certificates was entered at a subsequent date; therefore, is not the inference one which an outsider would naturally draw, that that money may have laid in your hands between twelve and fifteen days of July and the 21st day of August and have been manipulated by you in buying certificates, and when certificates were in fact obtained, have been entered up at their face on this account? Is there anything in this state of facts inconsistent, excepting, of course, your own integrity, with that state of facts?—A. Yes, sir; the check is payable to an order.

Q. It may or may not be.—A. It is payable to an order. All the



checks that I speak of—every one of these four checks—is payable to order.

Q. Of Mr. Baker?—A. Yes, sir; and Mr. McKelden.

Q. Payable to George F. Baker, cashier?—A. Yes, sir.

Q. Why didn't you enter the number of the certificates when you drew the check?—A. I don't know but I did.

Q. How happens it you entered it in a different ink?—A. I don't know that it is a different ink.

Q. That is very apparent.—A. No, sir; very often your pen will show a different mark. I don't think that it is apparent at all, that those numbers are not entered in the same ink. And I want to say this, that if I had gone out and bought these certificates, I would have entered the numbers in the check-books.

Q. There was nothing inconsistent with this—nothing to prevent the party to whose order the check was drawn buying the certificate for you.—A. Well, you can examine Mr. Baker.

Q. I know; but I am speaking of the system of the book-keeper, without any design of being misconstrued in any way whatever. It is simply in reference to the method in which this large amount of money was disbursed by the board. Ordinarily, so far as my experience goes, governments, in disbursing moneys, pass a check through at least two hands, in order that there may be two sets of books—the comptroller and treasurer, each having a check on the other.—A. That has not been our plan.

Q. I understand you are the sole custodian of the money, and that you draw checks as absolutely and unqualifiedly as though it were your own bank and nobody was interested in it?—A. Yes, sir.

Q. And disburse the money to me or any other person without any question by any member of the board?—A. That is so, exactly.

By Mr. WILSON:

Q. Have you that little memorandum in writing I gave you on yesterday or the day before?—A. I think I have. [Witness produces it.]

Q. I asked you to bring me the vouchers upon which you paid \$3,000 to C. E. Evans, as appears upon your report of 1873, on page 166.—A. I gave it to you.

Q. Is that the voucher upon which you paid that money, \$3,000, for work as follows?—A. I will tell you in a moment—yes, sir.

Q. What is that?—A. The auditor's certificates.

Q. And this is what the auditor issued his certificates upon?—A. That is what the auditor issued the certificate upon.

Q. Now I will read it: [Mr. Wilson then read.] That is the kind of papers on which you paid out the thousand dollars?—A. I did not on that, but on this—

Q. That is the kind of paper on which the auditor issued that certificate?—A. I suppose so. In the first place, the auditor had the measurement in his office for this work and he took his receipt for that certificate, and he charged his account and charged those streets for that much money.

Q. I called on you to furnish the voucher on which you paid \$5,000 to Jones & Collins, page 125 of that report. This is the voucher on which you paid it.

The WITNESS. There is the voucher I paid it on. [Witness producing one.]

Q. That is the voucher on which the auditor issued the certificate—the one read?—A. Yes, sir.

Q. This order from Jones & Collins, Maryland Freestone and Mining Company, for \$5,000. It was paid on that order to Jones & Collins on the work they had done. Will you please to tell me what the board of public works had to do with that?—A. With what?

Q. With Jones & Collins. What did the board of public works have to do with that paper?—A. Here is an order on the board of public works of Jones & Collins.

Q. That is it; I could give an order for \$20,000.—A. If you could we would—

Q. We are trying to get at your mode of doing business. I am not asking whether you didn't pay money.—A. I know that, but Mr. Wilson—

Q. Hold on a minute. I asked you to furnish the voucher upon which that was paid. You produce then the auditor's certificate. Now, then, you say that it is upon that certificate and upon that paper that the auditor issued that certificate?—A. I say so.

Q. What authority had the auditor to issue that certificate?—A. When this was received it was referred to the auditor.

Q. Where is there any reference to the auditor? Look at it, and see if it is referred to the auditor.—A. There is nothing on this referring to it. He may have got a letter of that kind. Jones & Collins were doing work. They were receiving material from these people, and these people demanded some sort of payment. Jones & Collins gave them an order on the board for \$5,000 which the board owed Jones & Collins. That order was filed until their account could be settled; or, if it was settled, audited at once. Then the board pays on the order.

Q. You say the board?—A. Yes, sir, I say the board.

Q. Are you the board?—A. No, sir.

Q. Is Mr. Lay the board?—A. No, sir, Mr. Lay does not do these things without being ordered.

Q. Let us understand this according to this statement; now this Messrs. Jones & Collins, or somebody else, having an order from Jones & Collins, walks into your auditor's office, and the auditor issues a certificate on that order or on that account?—A. Yes, sir.

Q. And that certificate is carried to you, and you pay the money?—A. This is possible, and only possible, that if this did not go through the board, Mr. Wilkard had the accounts regularly referred to him of Jones & Collins for so much work done. Jones & Collins had a credit on his books for that much work, and goes in with an order for \$5,000, and he gives it to Kidwell, instead of giving it to Jones & Collins. If Jones & Collins had gone in there he would have given it to them.

Q. That is just what I am getting at. That a party goes in there and without any check upon him whatever, Mr. Lay issues this certificate?—A. He has got the check of this. The accounts have been referred to him.

Q. How do you know that in that case?—A. Because he never does anything—

Q. How do you know?—A. I cannot remember every little transaction that goes on, and nobody else.

Q. Do not you see that here is \$5,000 paid out upon a simple order without any indorsement upon it whatever indicating that it ever was in the board of public works at all, or was ever made a part of the papers of the board of public works; is not that so?—A. That may be so.

Q. Let us see if there are any more like it. I just took this out of your report; now just look at that as a voucher on which a public officer pays out money.—A. Yes, sir. D. R. Smith, just so much money. He gave the order for it. We owed him more, probably.

Q. I told you to bring the vouchers upon which a certificate of \$12,000 was paid to Mr. Laughlin?—A. Yes, sir; I have got it here.

Q. That appears on page 169 of your report. You have got the auditor's certificate you paid?—A. Yes, sir.

Q. What is the date of your auditor's certificate?—A. I will tell you in a minute—M. G. Laughlin, September 26, 1873.

Q. Did you pay that on that date?—A. I do not know.

Q. Is there any way of telling when you did pay it?—A. Yes, sir.

Q. You have paid it, have you?—A. Yes, sir; canceled by the board of public works.

Q. Is there any way of telling when that was canceled?—A. No, sir.

Q. Won't your books show when it was canceled?—A. No, sir.

Q. Nothing in the books of the board of public works to show when any certificate was canceled?—A. No, sir: there is the man's receipt on it.

Q. Let us see the date of the receipt.—A. There is not any date on the receipt.

Q. You do not date the receipts?—A. No, sir.

Q. See if that is in the voucher on which that \$12,000 certificate was issued?—A. The work—as per schedule.

Q. Is that the one?—A. Yes, sir.

Q. Now this is an account made out on the 26th of September, 1873, and on that same day Mr. Lay issues that certificate for \$12,000?—A. Yes, sir.

Q. And this is the only authority he had for issuing it, is it not?—A. That is the only authority he had for issuing it; issued the man's accounts showing that much money.

Q. What is the reason he could not have issued a million in that way?—A. He could have issued as many as he pleased.

Q. Is there any way of preventing his issuing a million of them?—A. No, sir.

Q. Is there any mode by which this committee can tell how many of those certificates have been issued?—A. Yes, sir. He has got stubs of every certificate issued.

Q. He may have, or he may not. How do you know he has?—A. If you cannot trust anybody you might get a combination of rogues.

Q. You are a member of the board of public works, and, as a matter of course, the people of this city have been intrusting, or somebody has been intrusting, you with the management of these very great interests, and is there anything to tell now, excepting just simply what Mr. Willard has upon his books, as to the amount of certificates of this kind that have been issued?—A. No, sir.

Q. Nothing at all?—A. No, sir.

Q. The whole thing rests upon the integrity of Mr. Willard?—A. The integrity of the officers in his office.

Q. Just rests upon that office?—A. Yes, sir.

Q. And no check upon him?—A. No, sir; except the order that he has received as to how he shall do these things.

Q. What order has he got for that?—A. He has got to account against that party for the work done.

Q. Is there any account anywhere else as a check on it?—A. No, sir.

Q. Each of these of the same character?—A. I think not.

Q. Excepting this one—the Colton matter—are they all of a similar character, except that?—A. Let me look at them, and I will tell you. Here are Page & Fletcher's vouchers—whole correspondence.

Q. Are there any of these items that I have called attention to on this



slip of paper which I handed to you, with reference to which you are unable to produce the voucher upon which the money was paid?—A. None but that last one.

Q. What is that?—A. The governor's.

Q. What is that for?—A. For auditor's certificates.

Q. Where are they?—A. They are charged in that. I do not recollect what particular ones there were.

Q. Can you find anything to correspond with that check?—A. I did not look.

Q. Why not?—A. Because I cannot tell anything about it at all.

Q. Why not?—A. I would have to go over this whole account to take up and make a combination of that amount of money.

Q. How long would it take to go through?—A. I could do it probably in a week, sitting down and taking each one to make a combination of that amount of money.

Q. There are two of those items. There is another one for \$10,000.—A. Yes, sir; the same thing. He had \$27,000 in certificates. I gave him \$7,000 in money, and accepted his draft for the balance, and paid them afterward, and that second check to take up one of these drafts. The first was for seven thousand and odd hundred dollars over the \$20,000. He has held these certificates from last winter, and was very cross about them. He said that he had got them, and paid pretty nearly value for them, and said that he ought to have his money out of our March appropriation. He did not get it. The July appropriation came, and I gave him \$7,000, and the balance I did not give him.

Q. But there is no mode by which you can tell?—A. What particular certificates were paid him—no, sir. He may have possibly a memorandum of the certificates he has, but I have not; I could not see any necessity of putting a check. I drew exactly what certificates I paid them with.

Q. I would be glad if you would turn to your book account and tell us how much money you had on hand at the time you used that \$75,000 that was appropriated by Congress for the City Hall.—A. I don't know that we had any.

Q. Don't you know that you did not have any?—A. No, sir; I don't.

Q. What is your best impression about that?—A. I don't think we had.

Q. About how much do you suppose you had?—A. I really cannot tell you.

Q. Did you have an overdrawn bank account at that time?—A. That I cannot tell.

Q. Have you any recollection at all as to the state of your finances?—A. I think very probably we may have had an overdrawn bank account.

Q. Didn't you use a part of this \$75,000 for that purpose?—A. That money lay in bank for over a month, certainly, and you can see there exactly when it was transferred. You have got my bank-books. When the board of public works held meetings and authorized me to invest them—

Q. Who were present at that meeting of the board?—A. I think all were present.

Q. I would like to see the record of the board on that subject, just while I think about it.—A. And further, that package is in the bank, and my impression is, every member of the board has his autograph signed on the back of that package; what it is, and what it is for.

Q. What did you do with that \$75,000?—A. I don't know; I paid it out.

Q. Do you recollect to whom you paid it?—A. No, sir; I don't.

Q. Don't you remember any specific payment?—A. I deposited it right in bank to my other account; that account was kept separate.

Q. Up to that time you had kept that money by itself?—A. Yes, sir.

Q. When you made this deposit on these sewer-bonds, I believe it was then you took that \$70,000, and you put it in your general account?—A. Yes, sir.

Q. In what bank?—A. Metropolitan National Bank.

Q. How much did you owe that bank at that time?—A. That I cannot tell you.

Q. Don't you know your bank-account was overdrawn at that time?—

A. I do not; my impression is it was. I don't know.

Q. Upward of \$20,000, was it not?—A. No, sir; I don't think it was. It might have been. It very frequently was.

Q. Don't you recollect it was just somewhere about \$23,000?—A. No, sir; I don't.

Q. Who were the directors in that bank?—A. J. W. Thompson, W. G. Metzertott, A. R. Shepherd, and John Hitz.

Q. Do you think Mr. Metzertott could tell us something about that?—A. I don't know.

Q. Who would be most likely to know how that transaction was?—

A. I do not know that anybody can tell you anything about it except the board—just what I have stated. They can tell you at the bank whether the account was overdrawn or not.

Q. Don't you think you ought to be able to tell us that now?—A. Not now.

Q. Why not?—A. Do you recollect all the transactions?

Q. Not a bit of it, and would not try it; I would keep books.—A. My impression is the account was overdrawn, but I cannot tell how much; probably \$20,000 or \$25,000.

Q. Is it not the fact that there was disturbance created in regard to the condition of your bank-account, and had not the Comptroller of the Currency been sending out a bank-examiner to look into the affairs of this bank, or was not the bank anticipating he would be there to look after this thing, and this arrangement was made and this money was used for the purpose of getting your bank-account straight?—A. No, sir; not that I know anything about. So far from that, you have brought certain things to my recollection. Our bank-account was overdrawn when he was there. I said to Mr. Kelly I had there in the bank then quite a number of bonds amounting to \$100,000.

Q. What kind of bonds?—A. District bonds. I said to Mr. Kelly. "You can take these and hold them as collateral until your account is made good. They are in your bank. You can take those in and show them to Colonel Moore. Let him count them if he wants to, and show him you have got ample collateral for our overdraft." Metzertott was making a fuss since that about the overdraft, and I settled it.

Q. How did you settle it?—A. By paying a part of it and giving our note for the balance.

Q. What did you pay it in?—A. Part of it in money.

Q. Did you use anything else in doing that?—A. No, sir.

Q. Did that money come out of your \$75,000?—A. No, sir.

Q. This is the fact, I suppose, beyond all peradventure, that you used that City Hall money for your general purposes?—A. Seventy thousand dollars; yes, sir. Five thousand dollars we didn't. There is no question about that. We would not have changed it.

By Mr. BASS:

Q. As I understand it, your account as treasurer has never been audited?—A. No, sir. Frequently Mr. Lay has gone over and checked off.

Q. But there has been no regular auditing of the account by the board?—A. No, sir.

By the CHAIRMAN:

Q. There has never been any settlement between you and the auditor to see how your account compares with his?—A. Yes, sir; we have done that. Compared my account with his, and we agreed.

Q. How did you do that?—A. By taking all the certificates I had—all my certificates.

Q. Taking your vouchers and his vouchers?—A. Yes, sir. He has got a list of his certificates, from No. 1 up. I have taken my certificates as far as they are paid, and compared them with his books, and checked them off, and whenever there was a certificate number intervening, I would let that stand. He has got a list of all the certificates.

WRIGHT RIVES recalled. \*

Question. I understand that you have revised your statements, or looked over them again, and also over the statements of Mr. Oertly?—Answer. I have looked over Mr. Oertly's statements.

Q. Have you anything that you wish to put in in reference to it?—A. Yes.

Q. Have you the statement in writing?—A. Yes, sir; it is as follows:

In the testimony of Mr. Oertly's, presented by Mr. Mattingly on Saturday, he reviews my former statements, and says that the total amount to be charged to the United States for New York avenue, from Ninth to Fifteenth streets, is now \$99,028.35. Now, I respectfully refer the committee to Mr. Oertly's testimony, on page 1675, where he there states that the amount due by the United States for its proportion of the same avenue is \$83,187.92; deducting this from the above, and we have a difference of \$15,841.33 between his two statements. In Table No. 18, Report Board of Public Works, 1872, the total amount due by the United States for its portion on the avenue is \$17,219.65. This statement is the one that was presented to the President to forward to Congress for its information, and purports to contain a true and accurate statement. It was this report that was presented to the tax-payers for their information. Now, we have this fact, that the board of public works have for the same avenue caused to be made out and presented to this committee three (3) different and wholly different statements as to the amount charged to the United States, and such being the case, I am compelled to believe that other batches of figures would be presented as often as theirs were proved wrong. Now, let us examine his Oertly's last statement. If to this amount, \$99,028.35, we add the amount paid by the property-holders, Table 18, B. P. W., 1872, \$33,609.87, we have \$132,638.22 as the amount collected in money by the board of public works for the cost of the avenue. Now, from this deduct the cost of the avenue, \$113,238.84, and we have \$19,400.38 as the amount collected in money beyond the cost of the street. The total cost of the street is stated in the table to be \$121,471.84, and this is the same amount as stated by Mr. Oertly; but from it must be deducted the amount charged to other streets and railroads, amounting to \$8,233.09, and this leaves \$113,238.84 as the amount to be charged to the property-holders and United States. Now, from this deduct the amount to be paid by the United States, according to Mr. Oertly's last statement, viz. \$99,028.35, and it leaves \$14,210.49 to be charged to property-holders. Now, deduct this amount from the amount paid by private property-holders, \$33,609.87, and it leaves \$19,400.38, and this represents the amount collected in money beyond the cost of the street. To this must be added the amount charged to general fund, \$67,219.74, and we have \$86,619.12 as the amount collected and charged by the board of public works beyond the cost of the streets. I should, in this connection, state the following, that I should have stated in my testimony to the committee: When this avenue was finished, the amount it cost was according to the report of the board of public works for 1872, Tables 24 and 18) \$121,471.84, divided as follows, viz: The United States, \$17,219.65; to railroads and various streets, \$8,233; making in all, \$25,452.65. Now, they



deduct this from the total cost and it leaves \$96,028.19. To this 5 per cent. is added for contingencies, and we have \$100,829.61 as the amount, to be charged as follows, viz: Two-thirds to general fund, \$67,219.74; one-third to private property-holders, \$33,609.87. Now, after these avenues were finished, the board changed their mode of assessment, and charged the United States with the amount paid by the general fund, and received money for the same on all avenues except Missouri and Massachusetts. But, instead of appropriating this two-thirds received from the United States to repay the general fund, they made other uses of it. I have carefully examined all their books and made inquiries of officials, and cannot find that this amount has been used to pay the amount charged to the general fund. Some of these avenues were finished in 1872, but in the report of the board of public works for 1873 no mention is made of the deduction of this debt; and not only this, but the general fund has been charged with two-thirds of the cost of the avenues, (except those mentioned,) and hence I claim that they have appropriated the two-thirds received from the United States for purposes that their books do not show. I claim that, according to their books, my former testimony was correct. Mr. Oertly admits (since he does not deny) that for materials on this avenue the United States has paid \$17,304.54 more than they cost. (See my testimony, p. 2027, for New York avenue.)

#### PENNSYLVANIA AVENUE.

Mr. Oertly states that he is unable to state the result of my figures on this avenue, (page 1307.) "He (Rives) states that the United States overpaid \$57,248.96." I think I made it plain enough to the committee and Governor Shepherd, but will now state again that the Governor's Answer, page 414, is wrong in this respect, viz, that he should have taken two-thirds of \$391,862.05 and deducted from it \$171,746.90, leaving \$89,494.47. Instead of this he takes \$391,862.05 and deducts from it \$171,746.90, and takes two-thirds of the difference and has \$146,743.43, a difference of \$57,248.96, and I claim, since it is not correct, that it is an overcharge. (See my testimony, page 1307, bottom of page.) In reference to the number of feet on Pennsylvania avenue, the testimony is printed wrong, (page 2027.) It should read "For square west of square 14." And since this square contained the greatest error, I submitted a diagram to the committee and explained it. To recapitulate in brief, the square has two lots on Pennsylvania avenue, numbered 1 and 2. No. 1 contains 138 feet 3 inches. No. 2 contains 101 feet 9 inches, and was divided as follows: 31 feet 9 inches to Chesapeake and Ohio Canal Company, for tow-path, leaving 70 feet of private property. Now add this to the 138 feet 3 inches, and we have 208 feet 3 inches, instead of 178 feet 3 inches as in table; and since his frontage of private property is wrong, his quotient and results are wrong. I referred to no other square, and all the rest relating to squares are wrong, as one can readily see by reading the testimony.

#### CONNECTICUT AVENUE.

In reply to Mr. Oertly on this avenue, I admit that I base all my calculations on the statement that the avenue cost only \$110,575.43, and I take this statement from the report of the board of public works for 1873, page 84, which states the total cost of this avenue as above stated; and if this amount is not correct, then I say that the true amount was purposely avoided, for the table is prepared with too much care to contain mistakes, (unintentional.) Mr. Oertly states the auditor gave him \$184,773.52 as the cost of the avenue. If this is so, then the amount forwarded to Congress, \$110,575.43, is wrong—which I do not admit, but claim it was the proper amount, as the table was prepared with too much care to contain such a large mistake. I base my calculations on the official reports. On this avenue the board has charged the general fund with two-thirds, besides collecting from the United States this same amount again, the same as was done on New York avenue.

#### MASSACHUSETTS AND VERMONT AVENUES.

In reply to his (Oertly's) statement in regard to Massachusetts avenue, I will state that I have not examined it except in regard to errors, as stated in my testimony, page 2024. An error of deduction for this avenue was similar to that made for Pennsylvania avenue, and which I refer to in my testimony, page 1307, (bottom of page.) The difference is \$10,165.35. In reference to Vermont avenue I refer to my testimony, page 2024.

#### *Twelfth street.*

My statement in regard to this sewer is correct. (Testimony, page 2024.) If you will examine contract No. 28, Governor's Answer, pages 242 and 349, you will find that it was for a sewer from canal to Potomac River; and the table No. 27, report board public works 1872, reads from Pennsylvania avenue to Potomac River, and this embraces the mall.

In regard to his sewerables, I still claim that they are wrong, and that all main sewers should be omitted. Do this, and the United States pays \$100,411.62 more than the board. (See testimony, 2923.) In reply to Mr. Shepherd's statement that one sewer alone cost fifty to sixty thousand dollars, I claim that all sewers laid in Georgetown were charged to private property and general fund; that the two largest sewers are on Bridge and Beall streets, one costing nine thousand and odd dollars, and the other some twenty-odd hundred dollars; and from all my examinations and inquiries I find that all the sewers in Georgetown laid by the board do not amount in the aggregate to \$45,000. (In reference to sewers, see Mr. Cluss's testimony.) In Mr. Oertly's statement he states that. I do not find fault with his method in regard to the avenues. I do find fault with them for the following reasons, viz: In the tables all church, school, and United States property is deducted, and the balance is the amount of private property chargeable on street. He takes this amount, and divides it by the cost of the street, (after making the proper deductions,) and the quotient is the rate per front foot that the property is charged. In the case of Pennsylvania avenue and Fifteenth street to Rock Creek it is \$4.40  $\frac{33}{100}$ . Now he takes the frontage of United States property, which has paid the whole of the cost of the improvements on five-sixths, according as to whether it is opposite private property or not, and multiplies it by a quotient obtained by dividing the whole number of feet of private property and United States property by one-third of the cost of the street, (see testimony, page 1673,) and he obtains a quotient of \$6.756, by which he multiplies frontage of United States property and obtains \$23,514.36. Now, I claim that this is all wrong, and that this United States property should not be charged again, especially at a rate \$2.35 higher than that paid for by private-property holders. To illustrate a case familiar to your committee, take Pennsylvania avenue, from Fifteenth street to Rock Creek. Now, the United States has paid between Fifteenth street and Madison Place five-sixths of the cost, (at the rate of \$4.40  $\frac{33}{100}$ ;) between Madison Place and Jackson Place (Lafayette Square) it has paid the whole cost, since United States property (President's House) is opposite. Between Jackson Place and Seventeenth street the United States has paid five-sixths, at the rate of \$4.40  $\frac{33}{100}$ , and so on to Rock Creek. Now, Mr. Oertly obtains the quotient of \$6.756, as I have described; then he takes a rule and map and measures Lafayette Square, and finds it 760 feet long; then executive grounds, 1,520, and so on to Rock Creek, and finds 3,480 feet of United States property. Now I claim that when the United States has paid the whole or five-sixths, according as to whether private property is opposite or not, the board of public works has collected all that is justly due; and if it collects any more than is justly due by United States, it should be credited to private property. He then takes this 3,480 feet and multiplies it by \$6.756, and obtains \$23,514.36, which he charges to United States, and this I claim is an overcharge. Now since the private property has been charged at the rate of \$4.40  $\frac{33}{100}$ , which is the true amount, the rate \$6.756 of Mr. Oertly's, if we multiply the whole feet of private property, will produce a result far in excess of the actual cost. I do not see that I need change any of my testimony, as I believe it to be correct, (except a few dollars here and there for advanced price on brick,) or rather I should say what few mistakes I have noticed have been in favor of the board and not against them, and to make the corrections, the overcharges to the United States would be more. In regard to the space north of square 15, I was led to the error by a map in Mr. Oertly's room. I thought it was one of the places not inclosed, of which the committee has several instances before them. I respectfully call the committee's attention to the fact that I believe, in all the testimony in regard to what proportion the United States is to pay on avenues, that the board of public works, in all their statements, take the total cost without deducting for intersections to other streets and to railroads.

#### ADOLF CLUSS RECALLED.

My statement in regard to sewers was mainly correct, except that one bill had been incorporated in a subsequent bill, and that is the only correction I have to make, after consulting with Mr. Morris.

In vain I have asked for a statement of Mr. Daniel A. Conley's contract, showing conclusively that he obtained \$39,175.16 instead of about \$25,000, as stated in the report. If that is not here, here is my statement.

## CONTRACT No. 243.—ESTIMATED COST, \$21,530.46.

*Date of Dan. A. Connolly's contract for grading Massachusetts avenue, between Lincoln Square (Eleventh street east) and New Jersey avenue, April 24, 1872.*

## STATEMENT IN GOVERNOR'S ANSWER, PAGE 344.

Check number 243.

Amount of certificates paid out, \$23,702.42.

Estimate, \$21,530.46.

ACTUAL COST OVER ESTIMATE, \$2,171.96.

Remark: Complete.

## ACTUAL STATE OF THE CASE.

<i>Date of document, voucher.</i>	<i>No. of</i>			
May 21, 1872.	1618.	Asks for \$1,000 on account: approved by A. R. Shepherd: paid.....	\$1,000 00	
June 1, 1872.	1700.	Asks for \$1,500 on account: approved by J. A. Magruder: paid.....	1,500 00	
June 14 and 1858.	On June 14th D. A. Connolly asked for \$2,000, and Assistant Engineer Barney reported that it was perfectly safe to advance the amount; approved by A. R. Shepherd .....	2,000 00		
June 22, 1872.	1958.	On June 11th Connolly asks for measurement between First and Second streets. Engineer R. C. Phillips charges W. Forsyth with it, and he reports, on June 21st, 28,376 cubic yards grading, and haul (800 feet) over 200 feet. This measurement is sent in, and on it there is paid: 28,376 yards grading, at 30 cents; 28,376 yards haul, at 4 cents.....	\$9,647 84	
		Deduct 20 per cent. retained .....	\$1,929 56	
		Previous payment on account.....	4,500 00	
			6,420 56	
July 5, 1872.	2087.	Connolly asks, on June 25th, for \$1,929.56, the amount retained as above: paid.....	1,929 56	
July 16, 1872.	2264.	Connolly asks for measurement between First street east and North Capitol street. Charged by Deputy Engineer Oertly, W. Forsyth reports total to date, 38,306 cubic yards grading, and 800 feet of haul over 200 feet. Due in full to him.....	\$13,024 04	
		Payments on account.....	9,647 84	
		Balance.....	3,376 20	
July 24, 1872.	2555.	Connolly asks for measurement between Eighth and Eleventh streets east. Assistant Forsyth reports 19,555 yards grading, at 30 cents .....	\$5,866 56	
		19,555 yards haul, 700 feet over 200 feet, at 3½ cents.....	684 42	
		38,306 yards grading, at 30 cents.....	11,491 80	
		38,306 yards haul, 800 feet over 200 feet, at 4 cents.....	1,532 24	
			19,574 96	
		Received on account.....	13,024 04	
		Due.....	6,550 92	
		Audited for.....		5,000 00
Nov. 30, 1872.	3572.	Paid.....		500 00
Aug. 13, 1872.	—.	August 9th, Connolly asks for measurement between Sixth and Eighth streets east. Forsyth reports 69,713 yards grading, at 30 cents.....	\$20,913 90	
		69,713 yards haul, 805 feet over 200 feet, at 4 cents.....	2,788 52	
			23,702 42	
		Deduct amount paid.....	18,524 04	
			5,178 38	
—, —, —, 1515.	Paid April 4, 1873.....			5,178 38
June 3, 1873.	—.	On May 21st Connolly asked for measurement between First and Second streets. Referred to Barney for report. He reports: "Connolly claims and superintendent certifies that he has deposited earth on Massachusetts avenue, between First and Second streets, to the depth of 4 feet for full width of avenue, which would amount to 13,200 cubic yards. I have no means of verifying this statement, for I know nothing of the original level of the surface, and it is impossible to tell anything about it now. If Mr. Forsyth, who knows all about it, will make a final measurement of grading done on Massachusetts avenue east, between First street and Lincoln Square, to date, we can easily take care of all future estimates. May 29, 1873." This being referred to Forsyth for estimate, he reports: "Respectfully returned. From my knowledge of the work, I consider the amount of 13,200 yards a fair estimate of the work done. June 3, 1873." Mr. Barney indorses this: "Respectfully returned. Estimate to date, on Massachusetts avenue, is as follows: 13,200 cubic yards earth, 13,200 cubic yards hauled 1,000 feet over 200 feet. June 7, 1873." The above haul was based on certificates of superintendent of property, General Superintendent Whittaker, that the earth was hauled fully 1,200 feet.		
1868-1869.	Audited for.....			3,000 00



1888-1890. On June 7th, Connolly makes out a bill as follows: (See statement 1888-1890.) Estimate:

15,200 cubic yards earth at 30 cents .....	\$4,560 00
15,200 cubic yards haul, 1,000 feet over 200 feet at 7½ cents .....	1,140 00
	<u>4,900 00</u>
Deduct as above .....	3,000 00
	<u>\$1,900 00</u>

Total .....

From statement it appears that up to June 7, 1874, the total work ordered after early dis-

cussion: Estimate:	
60,516 yards grading at 30 cents .....	\$18,154 80
60,516 yards haul at 4 cents .....	2,420 64
15,200 yards grading at 30 cents .....	4,560 00
15,200 yards haul .....	1,140 00
Total as above .....	<u>\$26,275 44</u>

Over total amount on ground, 1874, 1875 .....

Mr. Connolly's subsequent estimate .....	\$2,250 00
On an addition of .....	4,287 50
At regular prices of board, the cost of bills would have been:	
32,287 yards grading .....	\$9,785 10
32,287 yards haul, at new price, 15 cents .....	4,943 05
	<u>14,728 15</u>

Total (see page before) .....	\$26,275 44
Adjusted by overcharges and discounts paid to contractor .....	20,192 94
	<u>\$6,082 50</u>

Definite .....	\$2,100 00
Cost .....	<u>\$2,175 00</u>

EXCESS OVER ESTIMATE .....

Total payments, as per auditor .....

Compiled by

ADOLF CLUSS,  
Inspector, District L. P. W.

MAY 26, 1874.

Yesterday I stated that I had found one overcharge, but this was that of Thomas Morgan, in Mount Vernon square. The overcharge was made, but I think the auditor is excusable for it. Mr. Morgan laid flagging opposite Mount Vernon square, different in workmanship from that on Mount Vernon square, and the bill being referred to me, or rather the charge being referred to me, I said, it being of similar workmanship, the same price should be paid to the poor man that was paid to the rich man. So of course when the bill was settled, and it came down in blank as usual, the auditor allowed the high price for the dressed flagging, but it seems, subsequently to the price being fixed by me, and the work being done, the quality of the work went down: so, instead of this 60 cents, it should have been 34 cents per square foot. This is the mistake, and it is excusable in the auditor that he has done it. He did not know that the change was made.

The bill is as follows:

#### STATEMENTS FOR SIDEWALKS AND CARRIAGE WAYS.

Washington, D. C., July 24, 1874.

Board of Public Works, District of Columbia to Thomas P. Morgan, Esq.

340 square yards new brick pavement laid, at \$1 per yard .....	\$340 00
125 square yards old brick pavement relaid, at 25 cents per yard .....	31 25
— square yards new brick pavement on edge laid, at — cents per yard .....	—
— square yards old brick pavement on edge relaid, at — cents per yard .....	—
— square yards new cobblestone pavement laid, at — cents per yard .....	—

— square yards old cobblestone pavement relaid, at — cents per yard.....	
— square feet of flagging for crossings laid, at — cents per foot.....	
— square feet of flagging for crossings relaid, at — cents per foot.....	
4,543 running feet 6-inch new — curb and setting, at 30 cents per foot.....	\$1,363 90
— running feet — inch old — curb and setting, at — cents per foot.....	
3,517 running feet — inch park curb set, at 15 cents per foot.....	527 55
— running feet — inch — curb reset, at — cents per foot.....	
549 $\frac{1}{2}$ running feet 6-inch granite circular curb and setting, 25 cts. per foot.....	164 92
— running feet — inch old granite circular curb reset, — cents per foot.....	
— running feet — inch bluestone circular curb and setting, — per foot.....	
— running feet — inch old bluestone circular curb reset — per foot.....	
— running feet 12-inch new gutter flag laid, at — cents per foot.....	
— running feet 12-inch gutter flag relaid, at — cents per foot.....	
— running feet 16-inch new gutter flag laid, at — cents per foot.....	
— running feet 16-inch gutter flag relaid, at — cents per foot.....	
14,506 cubic yards grading, at 30 cents per yard.....	4,351 80
— cubic yards grading, at — cents per yard.....	
— cubic yards haul, 4,500 feet over 200 feet, at 60 cents per yard.....	8,703 60
— cubic yards rock excavation, at — cents per yard.....	
9,513 $\frac{1}{2}$ square yards concrete pavement laid, at \$3.20 per yard.....	30,442 67
— square yards — wood pavement laid, at — cents per yard.....	
— square yards graveling, at — cents per yard.....	
7,666 square yards sodding, at 50 cents per yard.....	3,833 00
4 chase traps, \$1.15.....	460 00
6 manholes lowered, \$5.....	30 00
	<hr/> 50,465 19

I hereby certify that I have measured and inspected the work done by \_\_\_\_\_, on the improvement of Mount Vernon Place, between Seventh and Ninth street, in squares \_\_\_\_\_, embraced in the foregoing bill, which work was done under the order of the board of public works. (contract No. —) and find it correct as to quantity and quality, and that the work has been done and material and labor furnished as per contract and specifications.

B. OERTLY,  
*Assistant Engineer.*

Dated July 24, 1874.

Approved July 24, 1874.

A. CLUSS,  
*Engineer B. P. W., in charge.*

I certify that the foregoing bill is correct in form, and that the prices are according to contract, and is therefore audited in the sum of \_\_\_\_\_.

\_\_\_\_\_  
*Auditor B. P. W.*

Dated \_\_\_\_\_, 1874.

(Indorsed:) Cert. No. —. Account — B. P. W. —, vol. —, 1874. Pavements for sidewalks and carriage-ways. C. — 1874. — bill for work done on — bet. — and —. — Measurement.

After this committee has gone so much through the details I thought perhaps I might help their labors, and I have here made up in the evening a cursory statement of the expenditures and dues under the administration of the board of public works from June, 1871, to May, 1874.

It is as follows:

*Cursory statement of the minimum of expenditures and dues under the administration of the board of public works of the District of Columbia from June, 1871, to May, 1874.*

#### EXPENDITURES OF THE BOARD OF PUBLIC WORKS.

##### Streets:

For curb-setting and curb.....	\$1,160,000
For brick sidewalks.....	1,060,000
For concrete sidewalks.....	30,000
For flag sidewalks.....	330,000

For graveled roads .....	\$160,000
For cobble-stone roadway .....	125,000
For blue-rock pavement .....	110,000
For Macadam roadway .....	225,000
For Belgian and granite roads .....	580,000
For concrete roadways .....	1,750,000
For wood pavements .....	3,540,000
<b>Total .....</b>	<b>\$9,070,000</b>
For grading .....	2,000,000
For parking .....	300,000
For main sewers .....	1,400,000
For pipe-sewers .....	350,000
For steps, fences, &c .....	400,000
For house-rains .....	200,000
For county .....	500,000
For miscellaneous days' work .....	800,000
For clerks, superintendents, inspectors, officers, and miscellaneous expenses .....	1,500,000
	<b>17,120,000</b>

## CLAIMS.

For damages with changes of grade .....	\$450,000
Due to laborers .....	120,000
Due to employes .....	450,000
Due to unsettled accounts .....	200,000
	<b>1,220,000</b>

The CHAIRMAN. Right upon that question of flagging I have here a letter dated—

WASHINGTON, October 25, 1873.

To the BOARD OF PUBLIC WORKS:

GENTLEMEN: I will thank you to fix the price to be allowed me under my contract, No. 810, with the board for laying the flag footways at the angles made by the intersections of New York avenue, Massachusetts avenue, Seventh and K streets, respectively.

THOMAS P. MORGAN.

*Contractor.*

That is the case I refer to. I find on this letter this indorsement: "Respectfully referred to the engineer in charge. By order of the board of public works. Edward Johnson, assistant secretary. O. K." That seems to be the general term. "This work is similar to that on Mount Vernon Square just opposite, which originally was Mr. Morgan's contract. Under the circumstances he ought to be allowed the same price, 65 cents per square foot, for all necessary redressing, rejoining, furnishing material and labor, and for redressing." Signed "Adolf Cluss."

The WITNESS. I say there was an overcharge when the work was afterward made different.

Mr. CHRISTY. Mr. Chairman, some days since we offered a copy of a letter, and the gentlemen said they would produce the original and all entries appearing in the minutes in regard to it. They have since reported that they have been unable to find the papers; whether they have looked or not I do not know.

Mr. STANTON. O, no! I have the original.

Mr. MATTINGLY. We admit that it may go in. It was a correspondence between Mr. Alexander and the board of public works.

It is as follows:

WASHINGTON, D. C., November 27, 1872.

To the Board of Public Works:

GENTLEMEN: I have received the following bill for special work assessed and sent from the office of the board of public works, on the 26 November, dated the 26 November, 1872, for lot thirteen, (13,) in square No. 170, in the city of Washington, D. C. for the curbs, gutters, and footways amounting to \$13,000 for 32 feet 8 inches front of



said lot, and for "coping, steps, walls, &c.," for the same \$146.25, and aggregating \$555.31, leaving out the items, as I believe, for a *future bill*, the water and sewer services or connections. I have no way of ascertaining from the bills rendered whether I am overcharged for the carriage-way and footway from the manner it is made out, or whether the sewer and water connections are included under the head of "*&c.*," nor do I know all of what is included under the said head of "*&c.*" I desire to be informed in a business-like way how many yards of carriage-way and footway I am charged with, and the price per yard for each; how many yards of excavation, and the price per yard; how many feet of coping, steps and wall; how many feet of curbstone, new and old, was set or furnished, and the price of each. With this view, I therefore request a bill of items, showing how or in what manner I am taxed for the improvements, so called, in front of the property herein referred to.

For the board's information, I will state that I know that I have not been allowed for all of the 18 Seneca stone steps which I furnished and paid for in front of said lot, and have the receipt for the same, costing \$143; nor for the brick wall upon which the steps are set and setting the same, and costing me some *thirty-odd dollars more*, and for which I have also a receipt; nor for any portion of the bricks which the contractors took of mine in front of said premises and relaid the same pavement with, which are of a peculiar kind and easily distinguished from others, (being Pusey's make,) and which are as good as new brick; nor have I been allowed for the curbstone used, which had been but recently, previous to the change of the grade of F street, north-west, put down at my cost, and was as good as new, and therefore request the items above mentioned be measured and estimated correctly, and that I may be allowed for them in the settlement of this bill as an offset to the extent of the just amount I may be entitled to preparatory to a settlement of the bill referred to.

Also, lots 2, 3, and 4 in Winder's subdivision, (square No. 170,) being 27 feet 6 inches front each, on the same street, aggregating for carriage-way, footway, coping, steps, walls, &c., \$738.65 for the three lots referred to, and charging in said bill for "coping, steps" on each of the lots mentioned, when no steps were erected, and thus showing the necessity of a bill of items. The brick in the pavement of each of these lots alluded to was relaid with the same, and all of the curbstone in front of each of these lots were carried off by the contractor's employes. I request also that the brick may be measured and estimated for, together with the curbstone, and that a just allowance may be made for them, and credited on each lot in the settlement of these bills. Please give me an early reply, as I have or apprehend difficulty in getting *satisfactory and reliable information in writing* upon the subjects mentioned, and previous to the expiration of the thirty days' notification and issuing of the "certificates of indebtedness against the property assessed" and referred to herein.

Very respectfully,

COLUMBUS ALEXANDER.

Mr. CHRISTY. This committee has not yet advised me whether these circular-letters may be used in evidence.

Mr. WILSON. We will determine that hereafter.

Mr. CHRISTY. One other matter. I made application to the committee, as I felt I was under obligation to do, for the privilege of offering in evidence a certain part of the report of Mr. Meigs of the condition of the affairs of the Freedman's Bank. I advise the committee that the committee in the House have it in their custody, and will produce it at the suggestion of the committee. I only desire to offer a few entries, and I would be quite willing that the documents should be submitted first to the committee before I use any part of them.

The CHAIRMAN. Is the document in print in the House?

Mr. CHRISTY. No, sir: it is in writing. It was printed in the newspapers.

Mr. HUBBELL. It is printed in the Congressional Record.

Mr. CHRISTY. I was not aware of that. It is only a few of the matters—as it were, connecting links—that I desire to offer.

The CHAIRMAN. Hand that to the committee, Mr. Christy, marking such portions as you want put in evidence, and we will look at it.

[To Mr. Mattingly.] I requested some time ago that a statement might be made of the floating debt of the board of public works. I do not think it has been furnished.

Mr. MATTINGLY. This is the first I have heard of that, sir. We will leave it made up, however, and hand it in.

The CHAIRMAN. If it is ready, I would like to have it put into the records to-day. We called a few days ago for the pay-rolls. They are here, I understand. We will examine those and determine as to how much of them we will want printed.

Mr. WILSON. There is a matter about one of these statements in regard to printing that Mr. Jewett called for some time ago. They were furnished, but one of them was taken away to be copied, I believe. I do not think it has ever been returned.

Mr. MATTINGLY. I do not know how that is. I know full statements were furnished of everything.

Mr. WILSON. Some person connected with the board of public works took away one of those statements, and it has never been returned, to my knowledge.

Mr. MATTINGLY. It is one that can be supplied, I suppose.

Mr. CHRISTY. Mr. Chairman, I desired Mr. Oertly to remain a moment to ask him a question. I do not know whether he is in the room or not.

The CHAIRMAN. I have sent for Mr. Oertly. I do not think that he understood that he was to be recalled. I think he must have understood me to discharge him finally.

Mr. CHRISTY. I desire to call Mr. Oertly and interrogate him in relation to an entry that is found on page 1772 of his testimony, and to explain a part of the voucher that is there. The entire length of sewerage there can be arrived at in this way—by adding the 873, the 51, and the 18 together, giving 942 feet. Now, within that distance it appears that there were 18 receiving-basins and traps of different patterns. In order to make up this average, we think that he has stated a number of these basins and traps largely in excess of the number actually made or supplied by the board of public works. It becomes very evident, I think, upon computation, they would have to be used about the distance of 52 feet. I am advised that such is not the fact, but that there is a much greater interval between them than as appears from the map.

The CHAIRMAN. Do you deem it so important as that you wish Mr. Oertly to be recalled?

Mr. CHRISTY. It was one of those large elements of controversy between Mr. Evans and gentlemen. They then settled that as an explanation of the difference between Mr. Evans and themselves; he has not included these man-holes and sewer-traps. The man-holes are included in these, as I understand that.

Mr. MATTINGLY. You may strike out half of all of them, if you choose; I will agree to most any of them.

Mr. CHRISTY. But, unfortunately, it is too late to be advantaged by the striking out; bills have been made for them.

THOMAS EVANS recalled.

It is not so; because it takes over five thousand feet of pipe to put all those quantities in. You can get it on the map.

Question. Make your explanation in regard to that matter.—Answer. It states here [referring to Mr. Oertly's statement] that there are 18 traps and basins on 951 feet of pipe.

Q. What do you say to that?—A. Well, to put those 18 traps and basins into that quantity of pipe, I think the engineer would not know his business, because it would take 18 12-inch pipes to go into one 12-inch pipe. In other words, it will take 18 gallons of water to be put into

a one-gallon pitcher. I should think this was made up to make the statement of \$4.70.

By Mr. HUBBELL:

Q. That is, assuming that the pipes were all filled at the same time?—  
A. Well, they would not put them without they supposed they would be filled; because they would be useless.

By the CHAIRMAN:

Q. You think that is not a probable statement?—A. No, sir.

Mr. MATTINGLY. The certificate is as follows:

I hereby certify that I have measured and inspected the work done by D. R. Smith on the improvement of First street northwest, (from Pennsylvania avenue to F street,) in square——, embraced in his bill dated October 27, 1873, which work was done under the order of the board of public works, (contract No. 384,) and find it correct as to quantity and quality, and that the work has been done and material and labor furnished as per contract and specifications.

CHAS. E. BARNEY,  
*Assistant Engineer.*

Dated October 27, 1873.

Approved October 27, 1873.

The WITNESS. I have nothing to do with the engineer.

Q. You simply say that is not practicable?—A. I know that is not practicable.

Mr. CLUSS. We do not see any smaller, but 12-inch pipe. It is not said that this 12-inch pipe is filled; 3 or 4 12 inch pipes may go together, and anyhow the connecting-pipe is not filled. But there is another case: In the very peculiar circumstances in which we have been ever since I have been a member of the board, frequently we had no credits, and we had to put in an 18-inch (1.8) where a 12-inch pipe would have done. There was 12 here, one over, and with no 12-inch to connect; and afterward, to relieve the whole concern, we put an 18-inch (1.8) pipe in. That was the case more than once where we made a virtue of a necessity.

The CHAIRMAN. I have here a statement, furnished us by the board, as to the floating indebtedness of the board of public works.

Mr. WILSON. Who produces this paper?

Mr. MATTINGLY. I do not know, sir; I have not seen it.

Mr. WILSON. A paper comes in here which nobody signs. The chairman called for a statement of the floating indebtedness of the board of public works, up to and including May 9, 1874, and this paper is handed in here, signed by nobody, and certified to by nobody.

Mr. MATTINGLY. I will take it, sir, have it inquired into, and return it.

#### STATEMENT OF J. BLICKENS DERFER, JR.

In reference to the statement submitted by Colonel Samo on Saturday last, I desire merely to say that, in regard to the difference between his statement and mine of the proper charge against the United States for work at P-street circle, it will be seen, by reference to the Governor's Answer, page 406, that only five-sixths of the carriage-way is charged to the Government, whereas the colonel charges five-sixths of a part and the whole of the balance, viz, 4.695 yards. He also estimates the curbing around the circle as circular curbing, which I, for reasons explained before, (testimony, p. 1960.) have estimated as straight curbing; and he adds for brick sidewalks, which I could not find. These items, taken in connection with the difference in the mode of treating the street intersections, explained before, (p. 1961,) will more than account for the difference between us in the amount chargeable to the Government. Why Colonel Samo, in his statement of Saturday, adopted a different rule than that by which he was previously governed in making the statements on the same works which appear in the Governor's Answer, he does not explain. I have uniformly used the rule I found applied in the Answer.



## SCOTT SQUARE.

At Scott Square the same course is taken with the carriage-way, for part of it five-sixths being charged to the Government and the *whole* of the balance, 1,112 yards, whereas, in the Governor's Answer, p. 398, only five-sixths of the whole is charged. Colonel Samo has also increased the price of brick pavement from the previous price of 80 cents to \$1 per yard, and of curbing from \$1.20 to \$1.50 per yard. These items, with the intersections, more than make the difference.

## RAWLINS SQUARE.

The wood pavement, which Colonel Samo says I omitted, was not omitted, but was measured as asphalt, and is included in my quantities, (testimony, p. 1963,) which, it will be seen, aggregate more than his. The true quantity is 93 yards, and not 97 yards, as stated by him; and the proper corrections in the amount is only 30 cents per yard (the difference between the price of wood and asphalt pavement) on five-sixths of this quantity, instead of the full price on five-sixths of 97 yards, as he states it. Making this change, allowing for the intersections, and making a few slight alterations in the division of the other quantities, parts of which are all chargeable to the Government, and of other parts only five-sixths are so chargeable, and which he does not divide exactly as I do, will account for all differences on this square. I do not give the details of these minor corrections, as they were not given in my former testimony. When I stated (page 2000) that I had "omitted a portion of the brick pavement," I should have said I had omitted the amount of it in dollars in my first statement of the account, (page 1963.) The correct quantity of all the pavement appears in the tabular statement on page 1963, and the corrected amount in dollars on page 2001.

It will be observed that the colonel does not in any case, except that of wood pavement at Rawlins Square, question the correctness of my quantities, but uses them instead of his own in making up his accounts.

## NEW HAMPSHIRE AVENUE.

With regard to New Hampshire avenue, I have nothing to add to my former statements, except that since Colonel Samo's statement was submitted I discovered that the Government was charged on this avenue (Answer, page 413) with 50 feet of intersecting sewer at G street. This is the only sewer at that point, and it therefore follows that the *entire* charge for sewer on G street (Answer, page 403) is an overcharge of only 1,336 feet, as stated in my testimony, (pages 1970 and 2003.) When I discovered this, I called Colonel Samo's attention to it, (on Monday last, and he said he would look into it. The embankment claimed by Samo was not included in my account, because I could not find it, and it now appears, from the testimony of Murray, that over 20,000 yards of excavations which I did estimate, should not have been included, because it was not done until long after Samo's measurements purport to have been made.

## MARYLAND AVENUE.

On this avenue I made up the amount which had been charged to the United States (testimony 1970, 2002) from the quantities in the Governor's Answer (pp. 403, 412, 419) at Stanton place, 6,888; on the avenue 238,643, and again at Stanton place 12,244 yards; total, 257,755 yards. But the first quantity, it will be seen, was afterward entered at 688 yards only, (Answer 419) thus reducing the total to 251,575 yards. This correction I had made in calculating the amount in dollars, (2003) but failed to do it in stating the number of yards. The rock, as Samo correctly states, is not chargeable to the Government. It was by mistake entered in my statement of the charge, (1971, 2003,) and should be stricken out. I append a corrected statement of Maryland avenue.

I should add, what I did not say when examined with reference to Twelfth street, that the quantities I reported on that street were not those determined by Mr. Barney in the reduction of his cross-sections, but greater than his, because I calculated on increased breadth of cutting of several feet throughout, to allow for excavation under the sodding, and in some places I calculated for the entire width of the street, from building-line to building-line, to allow for work which I thought his mode of reducing the cross-sections would have excluded.

## MARYLAND AVENUE.

Grading, as measured and allowed to contractors.....	221,268 yds.
Charged to Government.....	251,575 yds.

Total.....	472,843 yds.
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*Allowed to contractors, viz :*

Gleason..	159,022 yards grading, at 30 cents .....	\$47,706 60		
	4,235 yards haul, at 1½ cents.....	63 52		
	4,889 yards haul, at 5½ cents .....	268 90		
	130,000 yards haul, at 9 cents.....	11,700 00		
	19,898 yards haul, at 22½ cents .....	4,447 05		
	3,177 yards rock, at 70 cents.....	2,223 90		
			66,439 97	
Murphy..	14,222 yards grading, at 40 cents .....	5,688 80		
	48,024 yards grading, at 30 cents .....	14,407 20		
	24,320 yards haul, at 5 cents.....	1,216 00		
	37,926 yards haul, at 9 cents.....	3,413 34		
			24,725 34	\$91,165 31

*Charge against the Government.*

238,643 yards grading, at 40 cents.....	95,457 20	} $\times \frac{2}{3} =$	87,502 43	
238,643 yards haul, at 15 cents.....	35,796 45			
688 yards grading, at 30 cents.....	206 40	$\times \frac{2}{3} =$	172 00	
12,244 yards grading, at 30 cents.....	3,673 20	all =	3,673 20	
				91,34 63
Excess over total cost.....				182 32

*Correct charge against Government.*

Two-thirds payments to Gleason, work on avenue.....	\$44,293 31
Two-thirds payments to Murphy, work on avenue.....	10,808 89
Five-sixths payments to Murphy, work outside Stanton place.....	3,522 17
All payments to Murphy, work inside Stanton place.....	4,285 40
	62,909 77
Actual charge against the Government, as above.....	91,347 63
Excess.....	28,437 86

The committee here retired for consultation, and upon re-assembling, the chairman said: "The committee instruct me to say that the testimony is now closed with the exception of the matter of Mr. Kilbourn, and the matter of Mr. Gibson. The committee not being at present full, do not deem themselves at liberty to decide upon those questions, and no action will therefore be taken upon them until the return of Judges Thurman and Jewett. If we conclude to call the parties, we will do so hereafter.

We may require some further information from members of the board as to figures and details; if so, we will expect gentlemen to furnish us with those details. We will now say to counsel that all the papers and documents which have been ordered into this building may be returned to the District government, and if we again desire to look at them, they must be furnished to us. So far as public sessions of this committee are concerned, we will now adjourn without day.

## No. 1.

BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA,  
Washington, May 28, 1874.

Hon. W. B. ALLISON,  
Chairman, &c. :

SIR: I send herewith a statement of the floating debt of the board of public works, made up to the 9th of May, 1874.

Very respectfully, your obedient servant,

JAMES A. MAGRUDER,  
Treasurer Board of Public Works.

No. 2.

*Statement of the floating indebtedness of the board of public works up to and including May 9, 1874.*

Total amount of auditor's certificates issued to date .....	\$18,260,008 01
Total amount of auditor's certificates paid to date .....	11,671,955 82
Total amount of auditor's certificates outstanding .....	3,588,952 19
Total amount of board certificates outstanding .....	204,100 00
Total amount of certificates of indebtedness outstanding .....	3,793,052 19
Approximate amount of guaranteed accounts .....	350,000 00
Due employes .....	110,690 03
Due laborers .....	128,281 63
Bills payable .....	518,862 74
Total .....	4,390,886 59

Correct :

J. C. LAY,  
*Auditor Board of Public Works.*  
JAMES A. MAGRUDER,  
*Treasurer Board of Public Works.*

No. 3.

WASHINGTON, April 4, 1874.

SIR: Having been one of the trustees of the colored schools for three years, ending July 1, 1871, I feel it my duty to submit the following to your consideration :

In the official record of the honorable committee over which you preside, on page 134, and under date of March 19, 1874, I find a communication signed Henry Johnson, at present one of the trustees of the colored schools, in which he states that on the 29th of June, 1871, the actual indebtedness was \$40,793.28. This, I ask permission to say, is incorrectly stated. It is true, however, that during the following year ending July 1, 1872, there was to be an indebtedness of \$37,763.66, which amount was provided for by the legislative assembly in an act approved August 23, 1871. By the above statement, it will be seen that the financial embarrassments mentioned by Mr. Johnson could not, as they were not, caused by the former trustees.

I would again assert that all the obligations of the board had been settled prior to the date of my ceasing to be a member of the board.

With regard to the statement which Mr. Johnson makes, that I hold a certificate for the sum of \$22,029.19, I positively declare that I do not hold any such paper : it was given to me in May, 1871, and I immediately deposited it in the Freedman's Bank, as you will find by referring to my official report printed in the council journal of the first session of the legislative assembly, page 101.

I have the honor to be, sir, your obedient servant,

WILLIAM SYPHAX.

Hon. WILLIAM B. ALLISON, U. S. S.,  
*Chairman Joint Committee on Affairs District Columbia.*



*Classified statement of the amounts paid by the government of the District of Columbia, from its organization to April 1, 1874, to the various newspapers, &c., for printing, advertising, and engraving.*

[The following is the statement furnished the House Committee of Investigation of 1872, and is up to January 31, 1872. See Report, p. 190.]

Title of newspapers, &c.	Classification.	District offices or executive department.	Legislative assembly.	Publishing the laws.	Advertising and Pictorial acts.	Engraving bonds.	Advertising registration and election.			Totals.		Aggregate.
							First.	Second.	Third.	Printing.	Advertising.	
Daily Morning Chronicle	Printing and blanks	\$11,290 00	\$43,418 46				\$3,116 70	\$4,361 10		\$29,116 36		\$42,974 19
Do.	Advertising	703 00		\$6,626 00	\$6,993 33		1,036 50	2,679 00			\$12,957 83	
Daily National Republican	Printing and blanks	1,134 75	1,029 76					1,573 30		3,321 93		8,082 50
Do.	Advertising	291 50	6 00	2,014 50			1,010 00	1,378 66			5,360 66	
New National Era	Printing and blanks	165 50	1,076 50							1,242 00		2,940 25
Do.	Advertising	53 25			756 00		44 50	293 50			1,698 25	
The Evening Star	do	385 22		1,611 50	5,092 50		897 63	2,803 00			10,639 94	10,639 94
The Daily Patriot	do			1,351 00	1,340 00		786 00	1,584 00			3,661 00	5,061 00
The Columbia	do	52 60		1,423 35	1,237 00			307 50			3,026 15	3,026 15
Washingtoner Anzeiger	do	265 00			5,568 50			1,946 00			7,789 50	7,789 50
Grand Army Journal	do	84 00		1,328 11				1,307 50			2,719 64	2,719 64
Georgetown Courier	do	270 75		1,250 00	630 00						2,130 75	2,130 75
The Critic	do	107 27		626 36	1,989 54			465 91			3,189 08	3,189 08
The Public Voice	do						42 00				42 00	42 00
The Sunday Chronicle	do	327 24		1,599 64	1,431 04		80 80	535 52			3,973 64	3,973 64
The Capital	do	70 13		1,254 00	556 50		58 13	295 84			2,144 61	2,144 61
The Sunday Gazette	do	21 37		1,593 00			41 00				1,655 37	1,655 37
The Sunday Herald	do	210 00		1,538 00	1,431 00		191 00	506 50			3,876 20	3,876 20
The Sunday Times	do	383 85			600 00			279 00			1,262 85	1,262 85
Total		16,365 53	15,530 84	17,819 96	27,425 41		7,294 26	16,785 77		33,680 29	67,541 50	101,221 79

*Continuation of the above statement, under the same classification, bringing it up to April 1, 1874.*

Sundry parties	Engraving and printing bonds.	Printing and advertising	Aggregate	Total
Daily Morning Chronicle		\$4,796 55	\$10,613 90	\$6,461 82
Daily National Republican		985 00	2,467 80	2,900 00
New National Era		39 75	982 25	
The Evening Star		18,373 50		19,651 50
The Daily Patriot		223 75		1,424 75
Washingtoner Anzeiger		692 00	15 00	2,636 00
Grand Army Journal		15 00		15 00
Georgetown Courier		1,283 90		1,283 90
Total	\$6,874 65	\$6,461 82	\$8,400 00	\$2,428 29
				25,092 98
				1,201 50
				19,651 50
				1,424 75
				2,636 00
				15 00
				1,283 90
				\$6,874 65
				26,435 06
				25,092 98
				1,201 50
				19,651 50
				1,424 75
				2,636 00
				15 00
				1,283 90

The City	264.92	318.55	479.95
The Saturday Evening	558.12	38.24	1,288.02
The Saturday Globe	712.00	29.00	578.30
The Sunday Herald	252.55	157.50	359.00
The Sunday Times	36.35	166.25	36.25
The Washington Journal	121.50		121.50
Adv. & five-star Telegraph	222.00		222.00
New York Times	1405.55		105.55
New York Daily Post	144.00		144.00
New York Evening Bull.	114.40		114.40
The Day, Philadelphia	86.00		86.00
Philadelphia Evening Star	172.50		172.50
Philadelphia Evening Bulletin			
Total	35,485.14	9,361.82	72,546.63
Grand total	53,552.67	29,677.03	100,025.32

The foregoing is a correct statement of the payments made by the government of the District of Columbia for printing and advertising to date, except payments for those processes by the several boards of Washington, Georgetown, and the county of Washington, and of the fire department, the detail of which this office has no knowledge, as they draw their money in bulk on requisitions.

There are about 600,000 copies of about 50-100.

[illegible]

GEORGE BAKER,  
Controller of the District of Columbia.

RECEIVED  
DIRECTOR OF COLONY,  
Woburnton (11th April, 1914.

## Advertising.

Date.	Number of voucher.		Amount.
1871.			
Aug. 31	2	Sunday Herald .....	\$86 50
31	4	Sunday Gazette .....	146 25
31	5	Sunday Chronicle .....	93 92
31	6	Washingtoner Anzeiger .....	150 50
Sept. 2	17	New National Era .....	76 50
5	25	The Capital .....	67 75
5	27	Evening Star .....	401 63
9	49	Washingtoner Anzeiger .....	146 00
13	58	Chronicle Publishing Company .....	785 00
13	59	do .....	125 00
13	72	Washingtoner Anzeiger .....	88 50
18	93	Evening Star, (M street commission) .....	222 76
18	94	Evening Star .....	31 50
19	95	Sunday Herald .....	37 75
20	99	Evening Star .....	145 45
19	96	Georgetown Courier .....	76 75
21	105	Washington Times .....	68 80
22	106	do .....	19 00
26	135	Washingtoner Anzeiger .....	4 00
26	141	Patriot .....	25 00
28	176	Critic .....	69 72
Oct. 2	192	Sunday Chronicle .....	24 48
3	198	Republican .....	930 79
10	241	Sunday Herald .....	12 25
13	254	Sunday Gazette .....	39 00
14	267	Georgetown Courier .....	17 50
25	320	Columbia .....	11 50
25	321	do .....	47 50
25	322	do .....	5 00
26	338	Evening Star .....	54 00
Nov. 28	364	Sunday Herald .....	13 00
7	419	New National Era .....	45 00
18	433	Chronicle Publishing Company .....	57 00
11	450	Washingtoner Anzeiger .....	33 00
Dec. 2	596	Georgetown Courier .....	12 00
4	745	Sunday Chronicle .....	70 40
9	808	The Capital .....	21 75
21	915	Sunday Chronicle .....	30 80
21	920	Washington Times .....	14 40
22	940	Chronicle Publishing Company .....	57 00
			4,364 65
1872.			
Jan. 18	164	Patriot .....	30 50
19	174	National Republican .....	111 56
26	263	Sunday Herald .....	24 00
Feb. 2	318	National Republican .....	174 38
6	372	Evening Star .....	130 50
8	388	The Times .....	25 60
8	436	Georgetown Courier .....	16 50
16	481	Sunday Gazette .....	54 00
17	498	New York Times .....	33 60
19	500	Sunday Chronicle .....	34 88
20	510	Philadelphia City Item .....	37 20
21	536	Sunday Herald .....	40 25
Mar. 1	589	National Republican .....	85 32
6	911	Philadelphia Press .....	19 50
13	966	Patriot .....	20 00
19	995	Boston Journal .....	14 87
26	1010	Chronicle Publishing Company .....	256 13
30	1037	New National Era .....	12 75
Apr. 16	1133	National Republican .....	55 69
20	1235	Sunday Chronicle .....	13 44
May 10	1444	National Republican .....	124 13
16	1498	Georgetown Courier .....	34 50
18	1513	Sunday Herald .....	40 75
22	1633	Sunday Gazette .....	59 50
27	1659	Sunday Chronicle .....	26 08
June 4	1767	National Republican .....	204 19
18	1781	The Times .....	40 00
21	1918	Sunday Herald .....	48 00
22	1945	Chronicle Publishing Company .....	228 00
22	1956	Evening Star .....	374 63
22	1963	Georgetown Courier .....	28 00
July 12	2230	The Capital .....	91 50
19	2314	Sunday Herald .....	11 00
Aug. 3	2562	Georgetown Courier .....	16 00
6	2582	Colored Citizen Company .....	15 00
8	2635	Sunday Gazette .....	68 00
17	2728	Republican .....	165 94



Advertising—Continued.

Date.	Number of voucher.		Amount.
1872.			
Aug. 21	2795	Colored Citizen Company.....	\$20 00
21	2805	Irish Republican.....	21 00
21	2807	Sunday Chronicle.....	42 88
Sept. 7	2944	Anzeiger.....	170 00
14	2966	Colored Citizen Company.....	25 00
21	2986	Republican.....	142 50
26	3014	Colored Citizen.....	18 75
28	3055	Georgetown Courier.....	48 50
Oct. 1	3068	The Critic.....	158 35
3	3071	Sunday Herald.....	61 75
5	3078	Irish Republican.....	99 75
5	3079	.....do.....	22 00
15	3222	Colored Citizen.....	22 50
17	3229	Sunday Chronicle.....	56 24
17	3231	Sunday Gazette.....	70 25
Nov. 2	3356	Colored Citizen.....	30 50
8	3373	New York Evening Post.....	19 44
15	3450	Sunday Herald.....	22 00
15	3451	.....do.....	41 00
16	3455	Irish Republican.....	88 50
Dec. 1	3646	The Critic.....	83 20
5	3653	Sunday Gazette.....	61 75
			4,015 75
1873.			
Jan. 14	120	Capital.....	89 50
18	213	Colored Citizen.....	4 40
20	224	Chronicle Publishing Company.....	192 38
20	225	.....do.....	217 88
20	233	Georgetown Courier.....	29 00
21	268	Evening Star.....	417 00
24	330	Republican.....	100 13
25	379	Anzeiger.....	231 11
Mar. 26	1443	Daily Chronicle.....	164 06
Apr. 18	1641	Critic.....	25 68
June 9	1920	Georgetown Courier.....	38 50
18	2003	Sunday Chronicle.....	112 96
27	2057	Sunday Gazette.....	59 50
July 19	2279	National Republican.....	340 13
29	2355	Daily Chronicle.....	362 25
31	2387	Capital.....	38 25
Aug. 13	2596	Sunday Herald.....	102 50
21	2575	New National Era.....	40 50
30	2729	Georgetown Courier.....	62 00
Oct. 2	3168	The Capital.....	103 00
2	3178	Sunday Herald.....	129 75
24	3507	Philadelphia City Item.....	234 00
Nov. 22	3946	Sunday Gazette.....	152 50
24	4006	The Critic.....	54 04
Dec. 15	4511	Sunday Chronicle.....	28 16
Total.....			3,360 18
1874.			
Jan. 9	151	Washington Journal.....	245 75
24	429	.....do.....	95 50
Mar. 5	801	National Republican.....	573 19
17	1010	Sunday Chronicle.....	63 20
			977 64

RECAPITULATION.

Amount of bills, 1871.....	\$4,364 05
Amount of bills, 1872.....	4,015 75
Amount of bills, 1873.....	3,360 18
Amount of bills, 1874.....	977 64
Total.....	12,718 32

*Job printing—blanks and blank books.*

Date.	Number of voucher.	To whom paid.	Amount.
1871.			
Sept. 13	57 to 69	Chronicle Publishing Company	\$1,057 50
28	171	do	86 50
Oct. 3	199	do	41 00
Nov. 18	365 to 367	do	75 00
18	431 to 435	do	130 50
Dec. 22	941 to 943	do	70 00
27	1036	do	51 00
29	1050 to 1059	National Republican	596 50
30	1060 to 1062	Gibson & Brothers	143 00
30	1970	Chronicle Publishing Company	30 00
		Total	2,281 00
1872.			
Jan. 19	175 to 177	National Republican	135 00
Feb. 28	580	Gibson Brothers	133 00
Mar. 1	590	National Republican	208 00
23	1001	do	41 00
May 3	1359 to 1361	do	226 00
June 1	1691	Gibson Brothers	30 50
4	1735	do	203 50
July 1	2029	National Republican	33 00
6	2134	do	147 25
12	2308	Chronicle Publishing Company	201 00
12	2218	National Republican	201 50
19	2312	do	30 00
Aug. 9	2660 & 2661	do	394 00
Nov. 30	3575	do	455 50
Dec. 7	3668	Gibson Brothers	92 00
		Total	2,531 25
1873.			
Jan. 25	388	National Republican	216 00
Feb. 10	698	do	449 25
10	707	National Republican, (report)	2,000 00
13	760	Reed & Woodward	5 00
27	1047	National Republican, (report)	2,345 20
Mar. 31	1457	Gibson Brothers	16 00
May 9	1735	National Republican	618 00
Sept. 6	2825	do	600 00
17	2977	do	687 25
24	3077	Gibson Brothers	185 75
Nov. 25	4031	do	12 50
		Total	7,134 95
1874.			
Feb. 7	592	Chronicle Publishing Company, (report)	5,647 13
Mar. 5	801 to 808	National Republican	3,276 00
12	941	do	617 50
		Total	9,540 63

## RECAPITULATION.

Amount paid for printing in 1871	\$2,281 00
Amount paid for printing in 1872	2,531 25
Amount paid for printing in 1873	7,134 95
Amount paid for printing in 1874	9,540 63
Total	21,487 83

## ENGRAVING AND PRINTING.

Date.	No. of voucher.	To whom paid.	Amount.
Dec. 9, 1872	3693	Columbia Bank-Note Company	\$2,500 00
May 3, 1873	1718	do	1,601 30
Aug. 29, 1873	2707	do	800 00
Oct. 13, 1873	3381	do	1,702 20
Dec. 2, 1873	4186	do	1,167 00
		Total	7,770 50





*Classified tabular statement of the estimates for the appropriations required for the expenses of the government of the District of Columbia, &c.—Continued.*

Classification.	Aggregates of the estimates.			Proportion of tax for each local subdivision, and the revenue required.					
	Salaries of officers.	Contingent expenses	Deficiencies for 1873-1874.	Washington City.		City of Georgetown.		County of Washington.	
				Rate of tax.	Revenue on valuation.	Rate of tax.	Revenue on valuation.	Rate of tax.	Revenue on valuation.
<b>Local—general:</b>									
Physicians and medicine for the poor.....	\$6,600 00	\$11,400 00	\$2,114 00		\$20,114 00				Revenue on \$98,294,100 valuation.
Garbage service.....	21,200 00	500 00			21,700 00				
Fire department.....	55,520 00	32,500 00	20,000 00		108,020 00				
<b>Total.....</b>	<b>83,320 00</b>	<b>44,400 00</b>	<b>22,114 00</b>		<b>149,834 00</b>				<b>\$149,834 00</b>
<b>Local—specific:</b>									
Schools, Washington City, including colored schools.....	190,800 00	98,751 00	15,000 00		304,551 00				304,551 00
Georgetown, including colored schools.....	20,500 00	28,640 00			49,200 00				49,200 00
County Washington, including colored schools.....	23,450 00	4,470 00	450 00		28,370 00				\$28,370 00
Police, Washington City.....	107,615 25	11,642 00	20,148 56		148,405 81				148,405 81
Georgetown.....	12,766 50	1,252 25	3,494 69		17,513 44				17,513 44
County of Washington.....	6,563 25	2,105 75	2,107 25		10,836 25				10,836 25
Stations, Washington City.....		80,000 00			80,000 00				80,000 00
Georgetown.....	23,700 00	20,000 00	40,030 77		20,000 00				20,000 00
Gas-lamps, Washington.....	2,400 00	112,000 00	7,965 15		184,739 77				184,739 77
Georgetown.....		13,300 00			23,685 15				23,685 15
<b>Total.....</b>	<b>387,855 00</b>	<b>372,161 00</b>	<b>107,285 42</b>		<b>867,301 42</b>				
<b>Interest and sinking-fund on District of Columbia bonds—general:</b>									
Permanent improvement bonds.....	1,000 00	575,000 00			576,000 00				
Chicago relief bonds.....		27,000 00			27,000 00				
<b>Total.....</b>					<b>603,000 00</b>				
<b>Local—general:</b>									
Water-stock bonds.....		33,950 00			33,950 00				
<b>Local—specific:</b>									
Washington, market bonds.....		16,908 00			16,908 00				
late corporation bonds.....		513,601 26			513,601 26				530,509 26
Georgetown, steam force-pump bonds.....		1,638 00			1,638 00				
late corporation bonds.....		15,501 34			15,501 34				17,139 34

[illegible]

## DISTRICT OF COLUMBIA, COMPTROLLER'S OFFICE,

*Washington, June 8, 1874.*

SIR: I have the honor to forward herewith, as requested by your communication of the 5th instant, a statement in detail of the interest on the bonds and stocks of the government of the District of Columbia and of the late corporations of Washington and Georgetown due and payable, in currency, July 1, 1874, calculating gold at 12½ per cent. premium, aggregating \$256,238.45.

Very respectfully, your obedient servant,

GEO. E. BAKER,

*Comptroller of the District of Columbia.*

Hon. WM. B. ALLISON,

*United States Senate, Chairman Joint Committee**Investigating Affairs District of Columbia.*

*Statement in detail of the interest on the bonds and stocks of the government of the District of Columbia, and of the late corporations of Washington and Georgetown due and payable, in currency, on the 1st day of July, 1874.*

	Interest.		Bonds is- sued & out standing.	Interest.
	Rate.	When payable.		
DISTRICT OF COLUMBIA.				
Permanent improvement bonds .....	6 %, gold	January, July	\$4,000,000	\$135,000 00
Do .....	7 %, currency	do	260,000	9,100 00
Do .....	do	do	350,000	18,550 00
Water stock bonds .....	do	do	450,000	15,750 00
Do .....	do	do	35,000	1,225 00
Market stock bonds .....	do	do	152,400	5,334 00
Chicago relief bonds .....	do	do	100,000	3,500 00
County school bonds .....	do	do	18,700	654 50
Georgetown steam force-pump bonds .....	7 3-10 %, cur.	do	6,000	219 00
Total District of Columbia .....			5,552,100	189,332 50
LATE CORPORATION OF WASHINGTON.				
Funding loan bonds .....	6 %, gold	January, July	1,150,000	38,811 50
Certificates of stock .....	5 %, currency	Jan., April, July, Oct.	54,807	785 08
Do .....	6 %, currency	do	685,517	10,282 75
Chesapeake and Ohio Canal stock .....	do	January, July	48,800	1,464 00
Water stock .....	do	Jan., April, July, Oct.	61,418	921 27
Ten-year bonds .....	do	January, July	355,483	10,665 00
Three-year certificates .....	7 3-10 %, cur.	do	6,850	200 02
Total late corporation Washington .....			2,362,875	63,030 62
LATE CORPORATION OF GEORGETOWN.				
General stock .....	6 %, currency	Jan., April, July, Oct.	180,885	2,713 27
Bounty .....	8 %, currency	do	20,000	400 00
Bounty stock .....	6 %, currency	do	20,000	300 00
Market stock .....	do	do	30,804	462 06
Total late corporation Georgetown .....			251,689	3,875 33
Grand total .....			8,166,664	256,238 45

The foregoing is a correct statement of the interest falling due on July 1, 1874, on the bonds and stocks of the District of Columbia and of the late corporations of Washington and Georgetown.

GEORGE E. BAKER,

*Comptroller of the District of Columbia.*

COMPTROLLER'S OFFICE,

*Washington, D. C., June 8, 1874.*



*Memorandum of amounts due July 1, 1874, upon 8 per cent. certificates issued in anticipation of assessment-certificates and sewer-certificates.*

Eight per cent. certificates issued.....	\$2,000,000
Less amount received for taxes, say.....	550,000
	<hr/> 1,450,000
One-fifth of these fall due July 1, 1874, is.....	\$290,000
Interest for six months on \$1,450,000, 4 per cent.....	58,000
	<hr/> 348,000
July 1, 1874, due on this account.....	<hr/> 348,000
<i>Sewer-certificates.</i>	
Issued on this account.....	2,120,000
Less amount received as taxes.....	500,000
Less amount held by District of Columbia.....	80,000
Less amount held by board of public works, hypothecated for loan, \$225,000.....	450,000
	<hr/> 1,030,000
Amount outstanding.....	<hr/> 1,090,000
Of which one-fifth fall due July 1, 1874.....	\$218,000
Interest for six months on \$1,090,000 due July 1, 1874.....	43,600
	<hr/> 261,600
July 1, 1874, due on this account.....	<hr/> 261,600
Due on account of 8 per cent. certificates, July 1, 1874.....	348,000
Due on account of sewer-certificates, July 1, 1874.....	261,600
	<hr/> 609,600
Total.....	<hr/> 609,600

All of above will be re-imbursed from assessment certificates when collected and available.

*Table of taxes produced, at rates from one-fourth of one cent up to two dollars on each one hundred dollars, on estimated valuations for the assessment made on the real estate and improvements in the cities of Washington and Georgetown, and the county of Washington, comprising the District of Columbia, for the fiscal year ending June 30, 1875.*

Rate of tax on each \$100.	Washington City; val., \$82,102,000.	City Georgetown; val., \$6,382,300.	Washington Co.; val., \$9,746,800.	Aggregate valuation, \$98,231,100.
\$0.001.....	\$2,052 55	\$159 56	\$243 67	\$2,555 78
0.002.....	4,105 10	319 11	487 34	4,911 55
0.003.....	6,157 65	478 67	731 01	7,367 33
0.004.....	8,210 20	638 23	974 68	9,823 11
0.005.....	10,262 75	797 74	1,218 35	12,278 84
0.01.....	16,420 40	1,276 46	1,949 36	19,646 22
0.02.....	32,840 80	2,552 92	3,898 72	39,292 44
0.03.....	49,261 20	3,829 38	5,848 08	58,938 66
0.04.....	65,681 60	5,105 84	7,797 44	77,585 88
0.05.....	82,102 00	6,382 30	9,746 80	98,231 10
0.10.....	164,204 00	12,764 60	19,493 60	196,462 20
0.15.....	246,306 00	19,146 90	29,240 40	294,693 30
0.20.....	328,408 00	25,529 20	38,987 20	392,924 40
0.25.....	410,510 00	31,911 50	48,734 00	490,155 50
0.30.....	492,612 00	38,293 80	58,480 60	589,386 60
0.35.....	574,714 00	44,676 10	68,227 60	681,617 70
0.40.....	656,816 00	51,058 40	77,974 40	785,848 80
0.45.....	738,918 00	57,440 70	87,721 20	864,079 90
0.50.....	821,020 00	63,823 00	97,468 00	982,311 00
0.55.....	903,122 00	70,205 30	107,214 80	1,080,542 10
0.60.....	985,224 00	76,587 60	116,961 60	1,169,773 20
0.65.....	1,067,326 00	82,969 90	126,708 40	1,258,004 30
0.70.....	1,149,428 00	89,352 20	136,455 20	1,347,235 40
0.75.....	1,231,530 00	95,734 50	146,202 00	1,436,466 50
0.80.....	1,313,632 00	102,116 80	155,948 80	1,525,697 60
0.85.....	1,395,734 00	108,499 10	165,695 60	1,614,928 70
0.90.....	1,477,836 00	114,881 40	175,442 40	1,704,159 80
0.95.....	1,559,938 00	121,263 70	185,189 20	1,793,390 90
1.00.....	1,642,040 00	127,646 00	194,936 00	1,882,622 00
1.25.....	2,052 55	159 56	243 67	2,555 78
1.50.....	4,105 10	319 11	487 34	4,911 55
1.75.....	6,157 65	478 67	731 01	7,367 33
2.00.....	8,210 20	638 23	974 68	9,823 11
2.25.....	10,262 75	797 74	1,218 35	12,278 84
2.50.....	12,315 30	957 25	1,462 02	14,734 57
2.75.....	14,367 85	1,116 76	1,705 69	17,189 30
3.00.....	16,420 40	1,276 46	1,949 36	19,646 22
3.25.....	18,472 95	1,436 17	2,193 03	22,103 15
3.50.....	20,525 50	1,595 88	2,436 70	24,560 08
3.75.....	22,578 05	1,755 59	2,680 37	27,017 01
4.00.....	24,630 60	1,915 30	2,924 04	29,473 94
4.25.....	26,683 15	2,075 01	3,167 71	31,930 87
4.50.....	28,735 70	2,234 72	3,411 38	34,387 80
4.75.....	30,788 25	2,394 43	3,655 05	36,844 73
5.00.....	32,840 80	2,554 14	3,898 72	39,301 66
5.25.....	34,893 35	2,713 85	4,142 39	41,758 59
5.50.....	36,945 90	2,873 56	4,386 06	44,215 52
5.75.....	38,998 45	3,033 27	4,629 73	46,672 45
6.00.....	41,051 00	3,192 98	4,873 40	49,129 38
6.25.....	43,103 55	3,352 69	5,117 07	51,586 31
6.50.....	45,156 10	3,512 40	5,360 74	54,043 24
6.75.....	47,208 65	3,672 11	5,604 41	56,500 17
7.00.....	49,261 20	3,831 82	5,848 08	58,957 10
7.25.....	51,313 75	3,991 53	6,091 75	61,414 03
7.50.....	53,366 30	4,151 24	6,335 42	63,870 96
7.75.....	55,418 85	4,310 95	6,579 09	66,327 89
8.00.....	57,471 40	4,470 66	6,822 76	68,784 82
8.25.....	59,523 95	4,630 37	7,066 43	71,241 75
8.50.....	61,576 50	4,790 08	7,310 10	73,698 68
8.75.....	63,629 05	4,949 79	7,553 77	76,155 61
9.00.....	65,681 60	5,109 50	7,797 44	78,612 54
9.25.....	67,734 15	5,269 21	8,041 11	81,069 47
9.50.....	69,786 70	5,428 92	8,284 78	83,526 40
9.75.....	71,839 25	5,588 63	8,528 45	85,983 33
10.00.....	73,891 80	5,748 34	8,772 12	88,440 26
10.25.....	75,944 35	5,908 05	9,015 79	90,897 19
10.50.....	77,996 90	6,067 76	9,259 46	93,354 12
10.75.....	80,049 45	6,227 47	9,503 13	95,811 05
11.00.....	82,102 00	6,387 18	9,746 80	98,267 98
11.25.....	84,154 55	6,546 89	9,990 47	100,724 91
11.50.....	86,207 10	6,706 60	10,234 14	103,181 84
11.75.....	88,259 65	6,866 31	10,477 81	105,638 77
12.00.....	90,312 20	7,026 02	10,721 48	108,095 70
12.25.....	92,364 75	7,185 73	10,965 15	110,552 63
12.50.....	94,417 30	7,345 44	11,208 82	113,009 56
12.75.....	96,469 85	7,505 15	11,452 49	115,466 49
13.00.....	98,522 40	7,664 86	11,696 16	117,923 42
13.25.....	100,574 95	7,824 57	11,939 83	120,380 35
13.50.....	102,627 50	7,984 28	12,183 50	122,837 28
13.75.....	104,680 05	8,143 99	12,427 17	125,294 21
14.00.....	106,732 60	8,303 70	12,670 84	127,751 14
14.25.....	108,785 15	8,463 41	12,914 51	130,208 07
14.50.....	110,837 70	8,623 12	13,158 18	132,665 00
14.75.....	112,890 25	8,782 83	13,401 85	135,121 93
15.00.....	114,942 80	8,942 54	13,645 52	137,578 86
15.25.....	116,995 35	9,102 25	13,889 19	140,035 79
15.50.....	119,047 90	9,261 96	14,132 86	142,492 72
15.75.....	121,100 45	9,421 67	14,376 53	144,949 65
16.00.....	123,153 00	9,581 38	14,620 20	147,406 58
16.25.....	125,205 55	9,741 09	14,863 87	149,863 51
16.50.....	127,258 10	9,900 80	15,107 54	152,320 44
16.75.....	129,310 65	10,060 51	15,351 21	154,777 37
17.00.....	131,363 20	10,220 22	15,594 88	157,234 30
17.25.....	133,415 75	10,379 93	15,838 55	159,691 23
17.50.....	135,468 30	10,539 64	16,082 22	162,148 16
17.75.....	137,520 85	10,699 35	16,325 89	164,605 09
18.00.....	139,573 40	10,859 06	16,569 56	167,062 02
18.25.....	141,625 95	11,018 77	16,813 23	169,518 95
18.50.....	143,678 50	11,178 48	17,056 90	171,975 88
18.75.....	145,731 05	11,338 19	17,300 57	174,432 81
19.00.....	147,783 60	11,497 90	17,544 24	176,889 74
19.25.....	149,836 15	11,657 61	17,787 91	179,346 67
19.50.....	151,888 70	11,817 32	18,031 58	181,803 60
19.75.....	153,941 25	11,977 03	18,275 25	184,260 53
20.00.....	155,993 80	12,136 74	18,518 92	186,717 46
20.25.....	158,046 35	12,296 45	18,762 59	189,174 39
20.50.....	160,098 90	12,456 16	19,006 26	191,631 32
20.75.....	162,151 45	12,615 87	19,249 93	194,088 25
21.00.....	164,204 00	12,775 58	19,493 60	196,545 18
21.25.....	166,256 55	12,935 29	19,737 27	199,002 11
21.50.....	168,309 10	13,095 00	19,980 94	201,459 04
21.75.....	170,361 65	13,254 71	20,224 61	203,915 97
22.00.....	172,414 20	13,414 42	20,468 28	206,372 90
22.25.....	174,466 75	13,574 13	20,711 95	208,829 83
22.50.....	176,519 30	13,733 84	20,955 62	211,286 76
22.75.....	178,571 85	13,893 55	21,199 29	213,743 69
23.00.....	180,624 40	14,053 26	21,442 96	216,200 62
23.25.....	182,676 95	14,212 97	21,686 63	218,657 55
23.50.....	184,729 50	14,372 68	21,930 30	221,114 48
23.75.....	186,782 05	14,532 39	22,173 97	223,571 41
24.00.....	188,834 60	14,692 10	22,417 64	226,028 34
24.25.....	190,887 15	14,851 81	22,661 31	228,485 27
24.50.....	192,939 70	15,011 52	22,904 98	230,942 20
24.75.....	194,992 25	15,171 23	23,148 65	233,399 13
25.00.....	197,044 80	15,330 94	23,392 32	235,856 06
25.25.....	199,097 35	15,490 65	23,635 99	238,312 99
25.50.....	201,149 90	15,650 36	23,879 66	240,769 92
25.75.....	203,202 45	15,810 07	24,123 33	243,226 85
26.00.....	205,255 00	15,969 78	24,366 00	245,683 78
26.25.....	207,307 55	16,129 49	24,609 67	248,140 71
26.50.....	209,360 10	16,289 20	24,853 34	250,597 64
26.75.....	211,412 65	16,448 91	25,096 01	253,054 57
27.00.....	213,465 20	16,608 62	25,339 68	255,511 50
27.25.....	215,517 75	16,768 33	25,583 35	257,968 43
27.50.....	217,570 30	16,928 04	25,827 02	260,425 36
27.75.....	219,622 85	17,087 75	26,070 69	262,882 29
28.00.....	221,675 40	17,247 46	26,314 36	265,339 22
28.25.....	223,727 95	17,407 17	26,558 03	267,796 15
28.50.....	225,780 50	17,566 88	26,801 70	270,253 08
28.75.....	227,833 05	17,726 59	27,045 37	272,709 01
29.00.....	229,885 60	17,886 30	27,289 04	275,165 94
29.25.....	231,938 15	18,046 01	27,532 71	277,622 87
29.50.....	233,990 70	18,205 72	27,776 38	280,079 80
29.75.....	236,043 25	18,365 43	28,020 05	282,536 73
30.00.....	238,095 80	18,525 14	28,263 72	284,993 66
30.25.....	240,148 35	18,684 85	28,507 39	287,450 59
30.50.....	242,200 90	18,844 56	28,751 06	289,907 52
30.75.....	244,253 45	19,004 27	28,994 73	292,364 45
31.00.....	246,306 00	19,163 98	29,238 40	294,821 38
31.25.....	248,358 55	19,323 69	29,482 07	297,278 31
31.50.....	250,411 10	19,483 40	29,725 74	299,735 24
31.75.....	252,463 65	19,643 11	29,969 41	302,192 17
32.00.....	254,516 20	19,802 82	30,213 08	304,649 10
32.25.....	256,568 75	19,962 53	30,456 75	307,106 03
32.50.....	258,621 30	20,122 24	30,700 42	309,562 96
32.75.....	260,673 85	20,281 95	30,944 09	312,019 89
33.00.....	262,726 40	20,441 66	31,187 76	314,476 82
33.25.....	264,778 95	20,601 37	31,431 43	316,933 75
33.50.....	266,831 50	20,761 08	31,675 10	319,390 68
33.75.....	268,884 05	20,920 79	31,918 77	321,847 61
34.00.....	270,936 60	21,080 50	32,162 44	324,304 54
34.25.....	272,989 15	21,240 21	32,406 11	326,761 47
34.50.....	275,041 70	21,400 92	32,649 78	329,218 40
34.75.....	277,094 25	21,560 63	32,893 45	331,675 33
35.00.....	279,146 80	21,720 34	33,137 12	334,132 26
35.25.....	281,199 35	21,880 05	33,380 79	336,589 19
35.50.....	283,251 90	22,039 76	33,624 46	339,046 12
35.75.....	285,304 45	22,199 47	33,868 13	341,503 05
36.00.....	287,357 00	22,359 18	34,111 80	343,959 98
36.25.....	289,409 55	22,518 89	34,355 47	346,416 91
36.50.....	291,462 10	22,678 60	34,599 14	348,873 84
36.75.....	293,514 65	22,838 31	34,842 81	351,330 77
37.00.....				

## DISTRICT OF COLUMBIA, COMPTROLLER'S OFFICE,

Washington, June 9, 1874.

SIR: I have the honor to furnish herewith a statement of the number of the officers and employes of the government of the District of Columbia, with their annual salaries, and the aggregates for one month.

I am, very respectfully, your obedient servant,

GEO. E. BAKER,

Comptroller of the District of Columbia.

Hon. WM. B. ALLISON, U. S. S.,

Chairman Joint Committee Investigating Affairs of District of Columbia.

Statement of number and salaries for one month of the officers and employes of the government of the District of Columbia, as allowed and fixed by the acts of the legislative assembly.

Department and rank.	Number.	Salaries.	
		Annual.	Monthly aggregates.
EXECUTIVE.			
Officer.....	1	\$5,000 00	\$416 67
Do.....	1	4,000 00	333 33
Officers.....	6	3,000 00	1,500 00
Deputies, &c.....	8	2,000 00	1,333 33
Clerks.....	5	1,800 00	750 00
Do.....	9	1,500 00	1,125 00
Coroner.....	1	1,250 00	104 17
Clerks, &c.....	5	1,200 00	500 00
Assessors and garbage-collectors.....	32	1,000 00	2,166 67
Messengers, &c.....	14	900 00	1,050 00
Market-masters, &c.....	2	800 00	133 33
Lamp-lighters, &c.....	42	600 00	2,100 00
Assistant market-masters, &c.....	4	500 00	166 67
Treasurer common-school fund.....	1	400 00	33 33
Commissioners Washington Asylum.....	4	250 00	83 33
Inspectors of coal.....	2	200 00	33 33
Sealers of weights and measures.....	2	100 00	16 67
Total executive.....	139		12,345 83
POLICE DEPARTMENT.			
Major and superintendent.....	1	990 00	82 50
Commissioners.....	4	245 00	81 67
Treasurer.....	1	300 00	25 00
Secretary, property-clerk, and inspector.....	3	720 00	180 00
Superintendent police-telegraph.....	1	620 00	51 67
Clerks.....	3	620 00	155 00
Surgeons.....	3	270 00	67 50
Lieutenants.....	10	540 00	450 00
Detectives.....	6	660 00	330 00
Sergeants.....	20	510 00	850 00
Privates.....	200	480 00	8,000 00
Laborers.....	10	360 00	300 00
Total police.....	262		10,573 34
FIRE DEPARTMENT.			
Commissioners.....	7	200 00	116 67
Chief engineer.....	1	1,500 00	125 00
Assistant engineer.....	1	1,200 00	100 00
Superintendent fire-alarm telegraph.....	1	1,500 00	125 00
Operators fire-alarm telegraph.....	2	1,200 00	200 00
Secretary and treasurer.....	1	1,000 00	83 33
Foremen and engineers.....	11	1,000 00	916 67
Tillermen, hostlers, and firemen.....	12	800 00	800 00
Privates.....	36	720 00	2,160 00
Total fire department.....	72		4,626 67

Statement of number and salaries for one month of the officers and employés, &c.—Continued.

Department and rank.	Number.	Salaries.	
		Annual.	Monthly aggregates.
SCHOOLS, WASHINGTON.			
Superintendent .....	1	\$2,000 00	\$166 67
Treasurer .....	1	800 00	66 67
Secretary .....	1	200 00	16 67
Janitors .....	2	1,000 00	166 67
Janitor .....	1	800 00	66 67
Do .....	1	720 00	60 00
Do .....	1	444 00	37 00
Do .....	1	300 00	25 00
Teachers .....	2	1,800 00	300 00
Do .....	2	1,750 00	291 67
Do .....	6	1,200 00	600 00
Do .....	4	1,000 00	333 33
Do .....	2	950 00	158 33
Do .....	12	900 00	900 00
Do .....	3	850 00	212 50
Do .....	21	800 00	1,400 00
Do .....	19	750 00	1,187 50
Do .....	17	700 00	991 67
Do .....	26	650 00	1,408 33
Do .....	15	600 00	750 00
Do .....	14	550 00	641 67
Do .....	4	250 00	83 33
Total Washington schools .....	156		9,863 68
SCHOOLS, GEORGETOWN.			
Superintendent .....	1	1,000 00	83 33
Secretary and treasurer .....	1	500 00	41 67
Music-teacher .....	1	200 00	16 67
Teacher .....	1	1,100 00	91 67
Do .....	1	1,000 00	83 33
Teachers .....	2	800 00	133 33
Do .....	2	700 00	116 66
Do .....	4	650 00	216 67
Assistant teachers .....	4	400 00	133 33
Janitors .....	4	60 00	20 00
Total Georgetown schools .....	21		936 67
SCHOOLS, WASHINGTON COUNTY.			
Secretary and treasurer .....	1	500 00	41 67
Teachers .....	15	900 00	1,125 00
Do .....	13	600 00	650 00
Janitors .....	28	30 00	70 00
Total county schools .....	57		1,886 67

## RECAPITULATION.

Departments.	No.	Amount.
Executive .....	139	\$12,345 83
Police department .....	262	10,573 34
Fire department .....	72	4,626 67
Schools, Washington .....	156	9,863 68
Schools, Georgetown .....	21	936 67
Schools, county .....	57	1,886 67
Grand total .....	707	40,232 86

GEO. E. BAKER,  
Comptroller D. C.



Summary statement of employes in the board of public works, with salaries, taking the month of May, 1874, as a basis.

Rank.	Compensation.		
	Per annum.	Per diem.	Per month.
Superintendent of assessments	\$2,500		\$208 33
Assistant superintendent of assessments	1,800		150 00
Paymaster	2,500		208 33
Auditor	3,000		250 00
Three assistant engineers	3,600		900 00
Superintendent of roads	2,500		208 33
Superintendent of streets	2,500		208 33
Superintendent of sewers	2,500		208 33
Superintendent of gas	600		50 00
Superintendent of property	2,200		183 34
Four levelers	2,000		666 67
Secretary	2,400		200 00
Chief clerk	2,200		183 34
One inspector	1,800		150 00
One inspector		\$5 00	130 00
Three inspectors		4 00	312 00
One inspector		3 00	78 00
One leveler		6 00	156 00
One clerk	2,100		175 00
Five clerks	1,800		750 00
One clerk	1,600		133 34
Twelve clerks	1,500		1,500 00
Two clerks	1,400		233 34
Thirty-one clerks	1,200		3,720 00
Three clerks	1,000		250 00
Six clerks	900		450 00
Two clerks	600		100 00
Five clerks		5 00	650 00
Five clerks		4 00	520 00
Two clerks		3 00	156 00
Sewer-tapper	750		62 50
One draughtsman		6 00	156 00
One draughtsman	1,200		100 00
Three draughtsmen		4 00	312 00
Assistant inspector of buildings	1,500		125 00
One rodman		4 00	104 00
Four rodmen		2 50	260 00
Five axmen		2 50	325 00
Two watchmen	1,200		200 00
One watchman	760		60 00
One watchman	600		50 00
One watchman		3 00	93 00
Two messengers	900		150 00
Four messengers	720		240 00
Twelve messengers	600		600 00
One messenger		2 50	65 00
Two messengers		2 00	104 00
Five messengers		1 50	195 00
One general superintendent		6 00	156 00
Six general superintendents		5 00	780 00
Forty-three special superintendents		4 00	4,472 00
Seven special superintendents		3 00	546 00
Two hundred and five employes.			
Total			22,244 18

I certify that this is correct, according to the rolls for the month of May, 1874.

FRANK T. HOWE,  
Chief Clerk.









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